AI-33631 **2. A.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-

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

BUDGETARY IMPACT:

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/08/2012 03:28 PM
Budget & Management	Merlen P. Munoz	08/10/2012 03:30 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Myra Montoya Started On: 08/08/2012 02:43 PM

Final Approval Date: 08/10/2012

DATE: 8/13/2012

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 2-1100-421-00-280-001-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
2-1100-421-00-280-001-0-	336- COMPUTER SERVICES	➔	2-1100-421-00-280-001-0-	745- COMPUTER EQUIPMENT	$6,000.00
2-1100-421-00-280-001-0-	336- COMPUTER SERVICES	➔	2-1100-421-00-280-001-0-	320- PROFESSIONAL	$2,000.00
2-1100-421-00-280-001-0-	336- COMPUTER SERVICES	➔	2-1100-421-00-280-001-0-	601- OFFICE SUPPLIES	$1,500.00
2-1100-421-00-280-001-0-	667- MINOR SOFTWARE	➔	2-1100-421-00-280-001-0-	601- OFFICE SUPPLIES	$2,000.00
2-1100-421-00-280-001-0-	336- COMPUTER SERVICES	➔	2-1100-421-00-280-001-0-	611- POLICE SUPPLIES	$28,000.00
2-1100-421-00-280-001-0-	336- COMPUTER SERVICES	➔	2-1100-421-00-280-001-0-	748- OTHER EQUIPMENT	$7,000.00
2-1100-421-00-280-001-0-	747- SOFTWARE	➔	2-1100-421-00-280-001-0-	745- COMPUTER EQUIPMENT	$24,000.00
2-1100-421-00-280-001-0-	529- SURETY AND NOTARY BONDS	➔	2-1100-421-00-280-001-0-	661- MINOR OFFICE FURNITURE AND EQUIPMENT	$1,000.00
2-1100-421-00-280-001-0-	441- RENTAL OF LAND AND BUILDINGS	➔	2-1100-421-00-280-001-0-	584- REGISTRATION FEES	$2,000.00
2-1100-421-00-280-001-0-	780- CAPITAL LEASES	➔	2-1100-421-00-280-001-0-	584- REGISTRATION FEES	$2,500.00
2-1100-421-00-280-001-0-	331- PHYSICIAN SERVICES	➔	2-1100-421-00-280-001-0-	584- REGISTRATION FEES	$500.00
				T O T A L	**$76,500.00**

REASON: TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR THE AFIX TRACKER, CAMERAS, UPS, AMMUNITION, 911 RECORDER SYSTEM, REGISTRATION FEES AND PURCHASE OF DATE STAMPERS.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-33520 **2. B.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2012 - Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 1100-423-21-280-002-0-

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

BUDGETARY IMPACT:

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	08/01/2012 12:31 PM
Budget & Management	Merlen P. Munoz	08/01/2012 04:39 PM
Veronica Ortiz	Veronica Ortiz	08/10/2012 01:49 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Virginia Rodriguez Started On: 08/01/2012 11:29 AM

Final Approval Date: 08/10/2012

DATE: 8/13/2012

DEPARTMENT HEAD: Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Hidalgo County Sheriff's Office

ACCOUNT NUMBER: 2-1100-423-21-280-002-0-

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2-1100-423-21-280-002-0-	671-R&M SUPPLIES-BLDG	2-1100-423-21-280-002-0-	613-SAFETY SUPPLIES	1,000.00

AI-33531 **2012 Intradept.(line item) Transfers** **2. C.**

CC CONSENT

Meeting Date: 08/14/2012

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

Department: TX. AGRILIFE EXT. SERVICES

Information

CAPTION

2012 - Texas AgriLIFE Extension (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 08/08/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/01/2012 02:42 PM
Ana Galvan	Ana Galvan	08/08/2012 01:05 PM
Purchasing Department	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Nora Linda Cruz Started On: 08/01/2012 02:30 PM

Final Approval Date: 08/10/2012

DATE: **August 1, 2012**

DEPARTMENT HEAD: **Barbara Storz**

DEPARTMENT NAME: **TEXAS AGRILIFE EXTENSION**

ACCOUNT NUMBER: **2-1100-461-00-380-001-0-XXX**

SUBJECT: **Intradepartmental Transfer/s**

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
442	Equipment & Vehicles Rental	**431**	Bldg & Other Structures R&M Services	**$76.00**
601	Office & Computer Supplies	**640**	Reference Materials	**140.00**
			TOTAL	**216.00**

REASON: **To properly classify expenditures for subscription to The Monitor and Starr Telecom.**

Barbara C. Storz

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-33538 **2. D.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Facilities Mgmt. Submitted By: Olga Garza, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2012 - Facilities Mgmt. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-419-40-220-001-0-XXX

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

BUDGETARY IMPACT:

Available funds as of 08/08/12.

Attachments

Intradept. Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/01/2012 04:15 PM
Ana Galvan	Ana Galvan	08/08/2012 01:07 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Olga Garza Started On: 08/01/2012 03:29 PM

Final Approval Date: 08/10/2012

DATE: August 14, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Facilities Mgmt.

ACCOUNT NUMBER: 2-1100-419-40-220-001-0-XXX

Contact Person: Olga Garza **Ph#:** (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
630	FOOD	664	OTHER MINOR EQUIPMENT	339.84
442	EQUIP & VEHICLE RENTALS	664	OTHER MINOR EQUIPMENT	40.00

AI-33516 **2. E.**

CC CONSENT

Meeting Date: 08/14/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2012 - Health & Human Services Dept. (1293)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1293-441-00-340-012-2-xxx

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

BUDGETARY IMPACT:

Funds available in designated object codes as of 08/01/12. rc

Attachments

Expenditure Worksheet

LIT - REVISED

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/01/2012 01:15 PM
Rosalinda Cantu	Rosie Cantu	08/01/2012 04:44 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Mike Escaname Started On: 08/01/2012 10:48 AM

Final Approval Date: 08/10/2012

IMMUNIZATION FY 12

GRANT ENDING 08/31/2012

Projection of Salaries and Fringes for the remainder of the IMMUNIZATION FY 12 period ending 08/31/12

		COST PER PAY PERIOD	REMAINING PAY PERIODS	COST FOR REMAINING PDS	BUDGET BALANCE 7/27/2012	ANTICIPATED SURPLUS (DEFICIT)
Salaries-F/T	113	$ 19,403.65	3.5	$ 67,912.78	$ 74,018.90	$ 6,106.12
Health Insurance	211	$ 2,530.81	3.5	$ 8,857.84	$ 10,749.79	$ 1,891.96
Life Insurance	212	$ 32.82	1	$ 32.82	$ 67.40	$ 34.58
Fica	220	$ 1,484.38	3.5	$ 5,195.33	$ 7,257.99	$ 2,062.66
Retirement	230	$ 1,930.66	3.5	$ 6,757.32	$ 8,078.79	$ 1,321.47
Unemployment Comp.	250	$ 97.02	3.5	$ 1,602.66	$ 2,233.15	$ 630.49
Worker's Comp	260	$ -	0	$ -	$ -	$ -
		$ 25,479.34		**$ 90,358.74**	**$ 102,406.02**	**$ 12,047.28**

Pay Periods Remaining at 07/27/2012:

1	pp 16	8/10/2012
2	pp 17	8/24/2012
3	pp 18	9/7/2012
4	pp 19	9/21/2012 5 days only

Notes:

Health Insurance is paid twice per month.

Life Insurance is paid once per month.

Cost Per Pay Period:

Actual Salary / 26 pay periods

$504,495.00 / 26 = $19,403.65

Expenditure Detail Report ----->



Prepared by Mike Escaname
Health Human Services Dept.
06/06/2012

Date: July 31, 2012
Department Head: Eduardo Olivarez, Chief Administrative Officer
Department Name: Hidalgo County Health & Human Services Department
Account Number: 2-1293-441-00-340-012-2-
Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	AMOUNT
2-1293-441-00-340-012-2-584	IMM DIV LOCAL-REGISTRATIO	2-1293-441-00-340-012-2-661	IMM DIV LOCAL-MINOR OFFIC	$2,000.00
2-1293-441-00-340-012-2-584	IMM DIV LOCAL-REGISTRATIO	2-1293-441-00-340-012-2-743	IMM DIV LOCAL-OFFICE FURN	$ 1,100.00
2-1293-441-00-340-012-2-550	IMM DIV LOCAL-PRINTING & B	2-1293-441-00-340-012-2-743	IMM DIV LOCAL-OFFICE FURN	$ 1,124.12
2-1293-441-00-340-012-2-540	IMM DIV LOCAL-ADVERTISING	2-1293-441-00-340-012-2-743	IMM DIV LOCAL-OFFICE FURN	$ 3,000.00
2-1293-441-00-340-012-2-672	IMM DIV LOCAL-EQ&VEH R&M	2-1293-441-00-340-012-2-743	IMM DIV LOCAL-OFFICE FURN	$ 215.00
2-1293-441-00-340-012-2-664	IMM DIV LOCAL-OTHER MINOR	2-1293-441-00-340-012-2-743	IMM DIV LOCAL-OFFICE FURN	$ 296.20
2-1293-441-00-340-012-2-604	IMM DIV LOCAL-MEDICAL & LA	2-1293-441-00-340-012-2-743	IMM DIV LOCAL-OFFICE FURN	$ 6,546.94
2-1293-441-00-340-012-2-583	IMM DIV LOCAL-TRAVEL OUT (	2-1293-441-00-340-012-2-743	IMM DIV LOCAL-OFFICE FURN	$ 6,351.00
2-1293-441-00-340-012-2-113	IMM DIV LOCAL-F/T EMPLOYE	2-1293-441-00-340-012-2-743	IMM DIV LOCAL-OFFICE FURN	$ 500.00
2-1293-441-00-340-012-2-113	IMM DIV LOCAL-F/T EMPLOYE	2-1293-441-00-340-012-2-581	IMM DIV LOCAL-TRAVEL IN CO	$ 500.00
2-1293-441-00-340-012-2-113	IMM DIV LOCAL-F/T EMPLOYE	2-1293-441-00-340-012-2-601	IMM DIV LOCAL-OFFICE & CON	$ 3,000.00
2-1293-441-00-340-012-2-230	IMM DIV LOCAL-RETIREMENT	2-1293-441-00-340-012-2-601	IMM DIV LOCAL-OFFICE & CON	$ 1,000.00
			Amount	$ 25,633.26

Revenue Account
Amount Requested: $ 25,633.26

Reason: Line item transfer needed to fund anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-33463 **2. F.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Dora Lopez, 92ND DISTRICT COURT

Department: 92ND DISTRICT COURT

Information

CAPTION

2012 - 92nd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-001-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-10-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/27/2012 02:59 PM
Veronica Ortiz	Veronica Ortiz	08/10/2012 01:43 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Dora Lopez Started On: 07/27/2012 02:17 PM

Final Approval Date: 08/10/2012

DATE: **August 13, 2012**

DEPARTMENT HEAD: **Ricardo P. Rodriguez, Jr.**

DEPARTMENT NAME: **92nd Judicial District Court**

ACCOUNT NUMBER: **2-1100-412-00-001-001-0-XXX**

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
745	Computer Equipment	664	Other Minor Equipment	**$ 1,262.00**
745	Computer Equipment	439	Repair & Maintenance Service/Other	**$ 50.00**
			TOTAL	**$ 1,312.00**

REASON: **Audio/Amplifier/Microphones for Courtroom**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-33549 **2. G.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Esther Cantu, 398TH DISTRICT COURT

Department: 398TH DISTRICT COURT

Information

CAPTION

2012 - 398th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-412-00-009-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-10-12

Attachments

line item 342

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/01/2012 04:41 PM
Veronica Ortiz	Veronica Ortiz	08/10/2012 01:50 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Esther Cantu Started On: 08/01/2012 04:27 PM

Final Approval Date: 08/10/2012

August 1, 2012

DEPARTMENT HEAD: Aida Salinas Flores

DEPARTMENT NAME: 398th District Court

ACCOUNT NUMBER: 2-1100-412-00-009-001-0

SUBJECT: Budget Line-Item Transfer (s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
2 1100-412-00-009-001-0-604	Medical & Lab Suppl		2-1100-412-00-009-001-0-342	Info & Credit Srv	$ 150.00
		➔			
		➔			
		➔			
		➔			
			T O T A L		150

REASON:

ADDITIONAL MONIES NEEDED

_____ **August 1, 2012**

DEPARTMENT HEAD SIGNATURE **Date**

_____ _____/_____/_____ _____

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

COUNTY AUDITOR'S FORM: ARS-CA-017

REVISED: 1/25/2007

AI-33624 **2. H.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: CONSTABLE EDDIE GUERRA Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2012 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-10-12

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 11:43 AM
Veronica Ortiz	Veronica Ortiz	08/10/2012 01:53 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Nayla Munoz Started On: 08/08/2012 11:16 AM

Final Approval Date: 08/10/2012

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: August 8, 2012

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 2-1100-421-00-294-001-0

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM: OBJECT CODE	OBJECT NAME	TO: OBJECT CODE	OBJECT NAME	AMOUNT
613	Safety Supplies	619	Other Miscellaneous Supplies	100.00
613	Safety Supplies	601	Office & Computer Supplies	600.00
			TOTAL	**$700.00**

REASON: Transfer needed to cover operational expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-33606 **2. I.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: CONSTABLE EDDIE GUERRA Submitted By: Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

2012 - Constable Pct. #4 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-294-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/10/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/07/2012 11:08 AM
Ana Galvan	Ana Galvan	08/10/2012 04:46 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Nayla Munoz Started On: 08/07/2012 11:03 AM

Final Approval Date: 08/10/2012

BUDGET INTRADEPARTMENTAL TRANSFER REQUEST

DATE: August 8, 2012

DEPARTMENT HEAD: J.E. GUERRA

DEPARTMENT NAME: CONSTABLE PRECINCT 4

ACCOUNT NUMBER: 2-1100-421-00-294-001-0

SUBJECT: Budget Intradepartmental Transfer

Honorable Commissioner's Court of Hidalgo County:

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

FROM: OBJECT CODE	OBJECT NAME	TO: OBJECT CODE	OBJECT NAME	AMOUNT
613	Safety Supplies	619	Other Miscellaneous Supplies	100.00
613	Safety Supplies	601	Office & Computer Supplies	600.00
			TOTAL	**$700.00**

REASON: Transfer needed to cover operational expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT **DATE** **ATTEST COUNTY CLERK**

AI-33607 **2. J.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Pamela Hernandez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 San (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-432-00-121-001-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-10-12

Attachments

2012 - PCT#1 San (1100)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/07/2012 02:19 PM
Veronica Ortiz	Veronica Ortiz	08/10/2012 01:52 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Pamela Hernandez Started On: 08/07/2012 01:49 PM

Final Approval Date: 08/10/2012

DATE: August 13, 2012 **MEETING REQUEST DATE:**

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI#

DEPARTMENT NAME: PCT #1 SANITATION JE-

ACCOUNT NUMBER: 2-1100-432-00-121-001-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
2-	1100-	432-	00-	121-	001-	0-	423	SANITATION-CUSTODIAL	2-	1100-	432-	00-	121-	001-	0-	432	EQUIP & VEH R&M SRV	$ 1,325.00
																		1,325.00

REASON: PREPARING FOR FUTURE EXPENSES.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-33608 **2. K.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Pamela Hernandez, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 Adm. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-121-004-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/10/2012.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/07/2012 02:19 PM
Ana Galvan	Ana Galvan	08/10/2012 01:30 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Pamela Hernandez Started On: 08/07/2012 01:58 PM

Final Approval Date: 08/10/2012

DATE: August 13, 2012 **MEETING REQUEST DATE:**

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA

AGENDA# 33608
JE#

DEPARTMENT NAME: PCT #1 ADMINISTRATION

ACCOUNT NUMBER: 2-1200-431-00-121-004-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
2	1200	431	00	121	004	0	550	PRINTING & BINDING	2	1200	431	00	121	004	0	607	HOUSEHOLD & JANITORIAL SUPPLIES	200.00
2	1200	431	00	121	004	0	412	CABLE / SATELLITE TV	2	1200	431	00	121	004	0	336	COMPUTER SERVICES	44.12
2	1200	431	00	121	004	0	425	PEST CONTROL	2	1200	431	00	121	004	0	336	COMPUTER SERVICES	14.00
2	1200	431	00	121	004	0	442	EQUIP & VEHICLE RENTALS	2	1200	431	00	121	004	0	336	COMPUTER SERVICES	12.00
2	1200	431	00	121	004	0	609	AGRI & LANDSCAPPING	2	1200	431	00	121	004	0	336	COMPUTER SERVICES	702.84
2	1200	431	00	121	004	0	583	TRAVEL OUT OF COUNTY	2	1200	431	00	121	004	0	336	COMPUTER SERVICES	400.40
2	1200	431	00	121	004	0	584	REGISTRATION FEES	2	1200	431	00	121	004	0	336	COMPUTER SERVICES	421.04
2	1200	431	00	121	004	0	619	OTHER MISC SUPPLIES	2	1200	431	00	121	004	0	336	COMPUTER SERVICES	200.00
2	1200	431	00	121	004	0	679	OTHER R&M SUPPLIES	2	1200	431	00	121	004	0	336	COMPUTER SERVICES	300.00
																		2,294.40

REASON: NEEDED TO COVER FUTURE EXPENSES

NOE MONTEZ

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-33626 **2. L.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Jorge Flores, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2012 - Pct. #1 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-121-005-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/10/2012.

Attachments

2012- Pct #1 (1200) R&B

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 11:44 AM
Ana Galvan	Ana Galvan	08/10/2012 04:54 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Jorge Flores Started On: 08/08/2012 11:26 AM

Final Approval Date: 08/10/2012

DATE: August 13, 2012 **MEETING REQUEST DATE:** August 14, 2012

DEPARTMENT HEAD: COMMISSIONER JOEL QUINTANILLA AI# 33626

DEPARTMENT NAME: PCT #1 Road & Bridge JE-

ACCOUNT NUMBER: 2-1200-431-00-121-005-0-XXX

SUBJECT: Budget Line-Item Transfer(s)

Honorable Commissioners' Court of Hidalgo County:

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

FROM ACCOUNT NUMBER								ACCOUNT NAME	TO ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
2	-1200	-431	-00	-121	-005	-0	343	Laundry & Dry Cleaning	2	-1200	-431	-00	-121	-005	-0	346	Hauling & Freight	149.00
2	-1200	-431	-00	-121	-005	-0	423	Custodial	2	-1200	-431	-00	-121	-005	-0	346	Hauling & Freight	500.00
2	-1200	-431	-00	-121	-005	-0	425	Pest Control	2	-1200	-431	-00	-121	-005	-0	346	Hauling & Freight	56.00
2	-1200	-431	-00	-121	-005	-0	431	Bldg. & Other Struc R&M S	2	-1200	-431	-00	-121	-005	-0	346	Hauling & Freight	500.00
2	-1200	-431	-00	-121	-005	-0	433	R&B R&M Serv.	2	-1200	-431	-00	-121	-005	-0	346	Hauling & Freight	5,028.70
2	-1200	-431	-00	-121	-005	-0	540	Advertising	2	-1200	-431	-00	-121	-005	-0	346	Hauling & Freight	500.00
2	-1200	-431	-00	-121	-005	-0	605	Clothing & Uniforms	2	-1200	-431	-00	-121	-005	-0	346	Hauling & Freight	1,504.49
2	-1200	-431	-00	-121	-005	-0	607	Hsehld & Janit Supplies	2	-1200	-431	-00	-121	-005	-0	346	Hauling & Freight	500.00
2	-1200	-431	-00	-121	-005	-0	609	Agri. & Landscaping Supp.	2	-1200	-431	-00	-121	-005	-0	673	R&B R&M Supplies	1,000.00
2	-1200	-431	-00	-121	-005	-0	671	Bldg. & Other Struc. R&M	2	-1200	-431	-00	-121	-005	-0	673	R&B R&M Supplies	500.00
2	-1200	-431	-00	-121	-005	-0	679	Other R&M Supplies	2	-1200	-431	-00	-121	-005	-0	673	R&B R&M Supplies	9,000.00
2	-1200	-431	-00	-121	-005	-0	711	ROW	2	-1200	-431	-00	-121	-005	-0	673	R&B R&M Supplies	22.00
2	-1200	-431	-00	-121	-005	-0	748	Other Equip.	2	-1200	-431	-00	-121	-005	-0	673	R&B R&M Supplies	32.30
2	-1200	-431	-00	-121	-005	-0	890	Other	2	-1200	-431	-00	-121	-005	-0	673	R&B R&M Supplies	356.00
																		19,648.49

REASON: FUNDS NEEDED TO HAULING AND ROAD MATERIALS.

JOEL QUINTANILLA

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-33588 **2. M.**

CC CONSENT

Meeting Date: 08/14/2012

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

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 ST CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-466-00-122-082-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $1,829.43 as of 8/3/2012
From 601 -----> 581 $500.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/06/2012 11:15 AM
Veronica Ortiz	Veronica Ortiz	08/10/2012 01:51 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Yolanda Cisneros Started On: 08/03/2012 04:49 PM

Final Approval Date: 08/10/2012

DATE: August 3, 2012

2012
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
South Tower CRC Department

ACCOUNT NUMBER: 2-1100-466-00-122-082-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	OFFICE & COMPUTER SUPPLIES	581	IN COUNTY TRAVEL	$500.00
			TOTAL	$500.00

REASON:
Transfer needed for funding Outreach Workers mileage.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-33464 **2. N.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Katia Garcia, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 Rd. Maintenance (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-006-0-XXX

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

BUDGETARY IMPACT:

Funds Available $577,432.02 as of 8/07/12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/27/2012 03:00 PM
Ana Galvan	Ana Galvan	08/08/2012 09:11 AM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Katia Garcia Started On: 07/27/2012 02:22 PM

Final Approval Date: 08/10/2012

DATE: July 27, 2012

2012
Transfer

AI-33464

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Road Maintenance

ACCOUNT NUMBER: 2-1200-431-00-122-006-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 787-1891 Ext. 2027

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	672	EQUIP & VEH R&M SUPPLIES	$10,000.00
890	OTHER	679	OTHER R&M SUPPLIES	$3,000.00
			TOTAL	**$13,000.00**

REASON:
Transfer needed for continued operations of the department.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-33613 **2. O.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Yolanda Cisneros, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2012 - Pct. #2 Border Rd (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-122-063-0-XXX

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

BUDGETARY IMPACT:

Funding available in the amount of $250,000 as of 8/10/2012
From 731 -----> 711 $1,100

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 07:58 AM
Ana Galvan	Ana Galvan	08/10/2012 04:27 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Yolanda Cisneros Started On: 08/07/2012 03:05 PM

Final Approval Date: 08/10/2012

DATE: August 7, 2012

2012
Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 2
Rd Maintenance - Border Road Project

ACCOUNT NUMBER: 2-1200-431-00-122-063-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
731	ROADS	711	ROW	$1,100.00
			TOTAL	$1,100.00

REASON:
TRANSFER NEEDED FOR EXPECTED EXPENDITURES ON ROW OF THE PROJECT.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-33458 **2. P.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2012 - Pct. #3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-452-00-123-008-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/07/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/27/2012 11:25 AM
Ana Galvan	Ana Galvan	08/07/2012 02:38 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Norma Ceballos Started On: 07/27/2012 11:20 AM

Final Approval Date: 08/10/2012

INTRADEPARTMENTAL TRANSFER

DATE: July 27, 2012

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3 Parks

ACCOUNT NUMBER: 2-1100-452-00-123-008-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following intradepartmental transfer's) in accordance with Local Government Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
679	Other R&M Supplies	607	Hsehold & Janitorial Supply	$ 800.00
			TOTAL	**$ 800.00**

REASON: To cover expected expenses.

DEPARTMENT HEAD SIGNATURE

CC DATE

INTRADEPARTMENTAL TRANSFER

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-33481 **2. Q.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Norma Ceballos, COMM. PCT. #3

Department: COMM. PCT. #3

Information

CAPTION

2012 - Pct. #3 Rd. Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-123-005-0-XXX

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

BUDGETARY IMPACT:

Available account balance as of 08-10-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/31/2012 12:51 PM
Veronica Ortiz	Veronica Ortiz	08/10/2012 01:47 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Norma Ceballos Started On: 07/31/2012 11:18 AM

Final Approval Date: 08/10/2012

INTRA-DEPARTMENTAL TRANSFER

DATE: 07/31/12

DEPARTMENT HEAD: Commissioner Joe M. Flores - Pct No. 3

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 2-1200-431-00-123-005-0-XXX

CONTACT PERSON: Norma Ceballos PHONE: (956)585-4509

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intra-departmental transfer's) in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM OBJECT CODE	OBJECT NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
890	**Pct #3 RD Maint. Other**	346	**Pct #3 RD Maint. - Hauling & Freight Serv**	$ 10,000.00
			TOTAL	**$ 10,000.00**

REASON: Expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

INTRA-DEPARTMENTAL TRANSFER

AI-33548 **2. R.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 Landfill (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-432-00-124-001-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/08/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/01/2012 04:40 PM
Ana Galvan	Ana Galvan	08/08/2012 01:38 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Jr. Munoz Started On: 08/01/2012 04:26 PM

Final Approval Date: 08/10/2012

DATE: August 13, 2012 **AI#** 33548

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Landfill

ACCOUNT NUMBER: 2-1100-432-00-124-001-0-XXX

SUBJECT: Intradepartmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
432	Equip & Veh R&M Srv	613	Safety Supplies	19.00
			TOTAL	19.00

REASON: To cover day to day expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-33550 **2. S.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2012 - Pct. #4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-452-00-124-009-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08/09/2012.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/01/2012 04:42 PM
Ana Galvan	Ana Galvan	08/09/2012 02:53 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Jr. Munoz Started On: 08/01/2012 04:28 PM

Final Approval Date: 08/10/2012

DATE: August 6, 2012 **AI#** 33550

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Pct. #4 - Parks

ACCOUNT NUMBER: 2-1100-452-00-124-009-0-XXX

SUBJECT: Intradepartmental Transfer/s

Contact Person: Rumaldo Munoz Jr. **Ph# :** 956-383-3112

Honorable Commissioners' Court of Hidalgo County:

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

FROM	OBJECT NAME	TO	OBJECT NAME	AMOUNT
890	Other	609	Agri & Landscaping Supplies	1,500.00
890	Other	613	Safety Supplies	1,000.00
890	Other	672	Equip &Veh R&M Supplies	3,000.00
890	Other	622	Electricity	10,000.00
			TOTAL	15,500.00

REASON: To cover day to day operations of the Precinct.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT / / **DATE** **ATTEST COUNTY CLERK**

AI-33405 **3. A.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Pct #4 Submitted By: Manuel Chapa, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. #4 C.O. 2010 A&B Series (1342):
Approval of 2012 interdepartmental transfer within Certificate of Obligations Series 2010A&B - Precinct #4 Drainage Improvement Project from (program 036) to North Branch Drain (program 049) in the total amount of $34,534.18 to fund June 2012 Drainage - Labor (PP#11,12&13) & Fuel Reimbursements.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-124-036-0-890

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

BUDGETARY IMPACT:

Funding available as of 7-25-12
2-1342-431-00-124-036-0-890 --> 2-1342-431-00-124-049-0-733 $34,534.18
To fund June 2012 Drainage Labor & Fuel reimbursements.

Attachments

interdept transfer - 1342

Form Review

Inbox	Reviewed By	Date
Manuel Chapa (Originator)	Manuel Chapa	07/25/2012 09:43 AM
Budget & Management	Merlen P. Munoz	07/25/2012 09:51 AM
Roland Garcia	Rolando Garcia	08/10/2012 08:12 AM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Manuel Chapa Started On: 07/25/2012

Final Approval Date: 08/10/2012

DATE: July 25, 2012

2012
Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for
C.O. Pct#4 Drainage Improvement Project (1342)

AI# 33405

ACCOUNT NUMBER: 2-1342-431-00-124-XXX-0-XXX

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

Contact: Manuel Chapa
Ph#: 292-7025 Ext. 5760

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
2-1342-431-00-124-036-0-890	CO2010A&B-PCT4 DRAIN IMPROV-OTHER	(34,534.18)
2-1342-431-00-124-049-0-733	CO2010A&B-PCT4 NORTH BRANCH DRAIN-DRAINAGE DITCHES	34,534.18
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:

Interdepartmental transfer to program 049 to fund Pct#4 Drainage Improvement Projects - June 2012 Payroll (PP 11,12 & 13) & Fuel Reimbursements.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-33599 **3. B.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 CO 2010:
Approval of 2012 Interdepartmental transfer from Pct. 4 CO2010A&B Drainage Improvements (program 036) to Pct. 4 CO2010A&B Fike Pond (Program 039) in the amount of $15,577.99

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-124-036-0-890

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

BUDGETARY IMPACT:

Funding available as of 8-7-12

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/07/2012 10:50 AM
Manuel Chapa	Manuel Chapa	08/07/2012 04:09 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Jr. Munoz Started On: 08/07/2012 09:16 AM

Final Approval Date: 08/10/2012

DATE: August 13, 2012

2012
Transfer

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4
CO 2010A&B Pct4 Drain Improvement

ACCOUNT NUMBER: 2-1342-431-00-124-036-0-890

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

Contact: Rumaldo Munoz Jr.
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
2-1342-431-00-124-036-0-890	**CO2010A&B Pct4 Drain Improv.- Other**	**(15,577.99)**
To:		
2-1342-431-00-124-039-0-733	**CO2010A&B Pct4 Fike Pond- Drainage Ditches**	**$15,577.99**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer to cover the expense of getting electrial service to the Fike Pump Station drainage project.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-33551 **3. C.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Jr. Munoz, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

Pct. #4 Road Adm.:
Approval of 2012 interdepartmental transfer from Pct. #4 Road Maint (007) to Pct. #4 Administration (005) in the amount of $4,000.00

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-124-007-0-890

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

BUDGETARY IMPACT:

Funding available as of 8-2-12

Attachments

interdept transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/02/2012 07:58 AM
Manuel Chapa	Manuel Chapa	08/02/2012 08:51 AM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Jr. Munoz Started On: 08/01/2012 04:31 PM

Final Approval Date: 08/10/2012

DATE: August 13, 2012

2012
Transfer

DEPARTMENT HEAD: Commissioner Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4
Road Maintance

ACCOUNT NUMBER: 2-1200-431-00-124-007-0-XXX

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

Contact: Rumaldo Munoz Jr
Ph#: 956-383-3112 Ext. 4002

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
2-1200-431-00-124-007-0-890	**Pct 4 Rd Maint - Other**	**($4,000.00)**
To:		
2-1200-431-00-124-005-0-583	**Pct. 4 Administration - Travel Out of County**	**$2,000.00**
2-1200-431-00-124-005-0-584	**Pct. 4 Administration - Registration Fees**	**$2,000.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
To cover travel expenses.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE (/ /)

ATTEST COUNTY CLERK

AI-33448 **3. D.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: JOSE E. GUERRA, CONSTABLE PCT NO. 4 Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct No. 4 (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm.-Contingency to Constable Pct 4 in the amount of $15,945.00 to fund fuel expenditures through August 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

CO WIDE ADM- CONTINGENCY.
Available funding as of 07/26/2012.

Attachments

interdepartmental transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/26/2012 03:05 PM
Ivan Cantu	Ivan Cantu	07/27/2012 09:17 AM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Rosie Cantu Started On: 07/26/2012 02:05 PM

Final Approval Date: 08/10/2012

INTERDEPARTMENTAL TRANSFER REQUEST

DATE: July 26, 2012

2012
Transfer

DEPARTMENT HEAD: SERGIO CRUZ, BUDGET OFFICER

DEPARTMENT NAME: DEPT OF BUDGET & MANAGEMENT FOR CONST PCT 4

SUBJECT: **INTERDEPARTMENTAL TRANSFER**

Contact: ROSIE CANTU
Ph#: (956) 292-7025 EXT. 5408

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Interdepartmental transfer(s) (increase/decrease) in accordance with Local Government Code, Chapter 111, 111.070, Item C (2).

ACCOUNT NUMBER	ACCOUNT NAME	Amount
FROM:		
2-1100-415-00-115-002-0- 899	CO WIDE ADM- CONTINGENCY	(15,945.00)
TO:		
2-1100-421-00-294-001-0- 626	CONSTABLE PCT NO. 4- GASOLINE/DIESEL	15,945.00
	TOTAL BUDGET INCREASE/DECREASE	**0.00**

REASON: Interdepartmental transfer to fund fuel expenditures through August 2012.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-33584 **3. E.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Judge John A. Rivera Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: MASTER COURT #1

Information

CAPTION

Master Court I (1100):
Approval of 2012 interdepartmental transfer from Co. Wide Adm. - Contingency to Master Court I in the amount of $1,218.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-41X-00-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 08-03-12

2-1100-415-00-115-002-0-899 --> 2-1100-412-00-031-001-0-811 $75.00
2-1100-415-00-115-002-0-899 --> 2-1100-412-00-031-001-0-529 $135.00
2-1100-415-00-115-002-0-899 --> 2-1100-412-00-031-001-0-831 $889.00
2-1100-415-00-115-002-0-899 --> 2-1100-412-00-031-001-0-584 $119.00

Total $1,218.00

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/03/2012 03:55 PM
Sylvia Solis	Sylvia Solis	08/03/2012 04:10 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Veronica Ortiz Started On: 08/03/2012 03:37 PM

Final Approval Date: 08/10/2012

DATE: August 3, 2012

DEPARTMENT HEAD: Sergio Cruz

2012
Transfer

DEPARTMENT NAME: Dept. of Budget & Mgmt - Master Court I

ACCOUNT NUMBER: 2-1100-41X-00-XXX-XXX-0-XXX

CONTACT PERSON: Veronica Ortiz **PHONE:** (956) 292-7025 Ext. 5418

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM				
2-1100-415-00-115-002-0-	899	CO WIDE ADM	CONTINGENCY	(1,218.00)
TO				
2-1100-412-00-031-001-0-	811	Master Court I	Licenses & Permits	75.00
2-1100-412-00-031-001-0-	529	Master Court I	Surety & Notary Bonds	135.00
2-1100-412-00-031-001-0-	831	Master Court I	Court Costs & Investigation	889.00
2-1100-412-00-031-001-0-	584	Master Court I	Registration Fees	119.00
		TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund operating expenditures not budgeted for during the 2012 Budget Process.

SIGNATURE

/ /

COMMISSIONERS COURT **DATE** **ATTEST, COUNTY CLERK**

AI-33627 **4. A.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

BACKGROUND

Attachments

Pct 2 & 4 Cert Plat & Utility Status 08-14-12

Pct 3 Cert Plat & Utility Status 08-14-12

Pct 3 Water Service Availability 08-14-12

Pct 1 Cert Plat & Utility Status 08-14-12

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 12:49 PM
Olga Garza	Olga Garza	08/09/2012 10:17 AM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Irma Castillo Started On: 08/08/2012 11:39 AM

Final Approval Date: 08/10/2012

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Amparo Carrillo, Lot 174, Paloma del Valle III	4-11719
2.	Pablo Martinez, Lot 93, MGM Grand Ranches Subdivision, Phase II	4-11663
3.	Edgar Saenz, Lot 6, Pueblo de Palmas #12	4-11556
4.	Javier A. Martinez, Lot 77, Monte Cristo	4-11513
5.	Juana M. Gutierrez C/O MariAnna Esquivel, Lot 23, Rincon De Encinos #2	4-11717
6.	Cinthia Garza C/O Jose S. Garza III,	4-11728
7.	Eulalio Cantu, Lot 128, La Puerta Phase I	4-11724
	COMM. COURT: August 14, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11719

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		Sewer By Owner
Date Approved:	/ /	7 12 12

Name: Amparo Carrillo

Address: 6101 CORRION DR
EDINBURG, TX. 78541

Phone: 414-59-44

Water Supplier: N/A

Utility Provider: [ ] M.V.E.C. [✓] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [✓] Permanent Service

Residence

regarding the land described as:
paloma del valle III Lot 124,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-11-2007);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by _____);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

_____ _____ _____
Planning Department Authorized Signature **Hidalgo County Judge** **Date**

ATTEST: _____ _____
Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-973-7850

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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11719

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Amparo Carrillo

Address: ~~6000~~ 6101 Corrion DR

EDINBURG, TX. 78541

Phone: 414-59-44

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Paloma del valle III Lot 174

STATUS OF PERSON OR ENTITY MAKING REQUEST:

- ___/___ Subdivider
- ___/___ Owner of lot in subdivision
- _____ Resident of lot in a subdivision
- _____ Entity that provides utility service

X Amparo Carrillo — Requesting Party (Signature)

8-2-12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- ___/___ Deed
- _____ Executory Contract
- _____ Lease
- _____ Rent Receipt
- _____ Affidavit
- ___/___ Other (describe) INT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8-2-12
Date

County Official

WARRANTY DEED WITH VENDOR'S LIEN

2276927

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FORM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Unofficial Copy

Date: January 10, 2012

Grantor: Paloma Del Valle II, Ltd.

Grantor's Mailing Address (including county): 13201 N. 23rd Street
Edinburg, Texas 78541
Hidalgo County

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk

On: Feb 01,2012 at 08:45A
As a Recording
Document Number: 2276927
Total Fees : 20.00

Receipt Number - 1251928
By,
Ismael Hidalgo, Deputy

Grantee: Gabriel Carrillo and Amparo Carrillo

Grantee's Mailing Address including County: 7118 Western Palms
Mission, TX 78574
Hidalgo

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of NINETEEN THOUSAND NINE HUNDRED EIGHTY-NINE AND 64/100 DOLLARS ($19,989.64) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to David Crook, Attorney at Law, Trustee.

Subject to Prior Lien(s) (including recording information): A lien in favor of Texas State Bank as recorded in the Deed of Trust dated August 11, 2006, as Document number 1655705, in the Official Records of Hidalgo County, Texas, and all renewals, extensions, transfers or alterations thereof.

Property (including any improvements): Lot 174 of Paloma Del Valle Phase III Subdivision, according to the map recorded in Volume 53, Pages 133-136, Hidalgo County Map Records, Hidalgo County, Texas. SAVE AND EXCEPT all of the Oil, Gas and other Minerals.

Reservations From and Exceptions to Conveyance and Warranty: Easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded instruments, other than liens and conveyances, that affect the property; taxes for the current year, the payment of which Grantee assumes; but not subsequent assessments for the current and prior years due to change in land usage, ownership, or both, the payment of which Grantor assumes.

1. Restrictive Covenants Recorded as Document 1784511 in the Official Records of Hidalgo County, Texas.
2. Taxes for the year 2012 and all subsequent years.
3. Blanket easements, rules, regulations and rights in favor of Hidalgo County Irrigation District in which the property is located.
4. Subject to any and all valid and existing restrictions, easements, rights-of-way, reservations,

maintenance charges, together with any lien securing maintenance charges, zoning laws, ordinances of municipal or other governmental agency's or authorities, and conditions and covenants, if any, applicable to and enforceable against the property described herein, whether of record or not; all presently recorded instruments, other than liens or conveyances that effect the property.

5. For Grantor and Grantor's successors, a reservation of all of the oil, gas and other minerals that are in and under the property and that may be produced from it and a reservation of the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil, gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Paloma Del Valle II, Ltd.
By: Jane Cross Enterprises, Inc.
General Partner

BY: _____
Jane Cross , President

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on January 10, 2012, by Jane Cross , President of Jane Cross Enterprises, Inc., as general partner of Paloma Del Valle II, Ltd., a Texas limited partnership, on behalf of said limited partnership.

NOTARY PUBLIC STATE OF TEXAS
NELDA C VILLARREAL
My Commission Expires
November 29, 2015

_____
Notary Public, State of Texas

Nelda C. Villarreal
Notary's typed or printed signature
My commission expires: 11/29/2015

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11719
Jul. 30, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

P3112-03-000-0174-00

[1] OWNER: CARRILLO, GABRIEL & AMPARO

6101 CORRION DR.
EDINBURG, TX. 78541
Telephone No. 414-5944

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
20- MOBILE HOMES

[5] SIZE OF STRUCTURE: 696 Sq. Ft.

[6] USE OF BUILDING: RES-MOBILE HOME

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOMA DEL VALLE #3 LOT 174

LOCATION: 0 M. CRISTO & SEMINARY

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $15,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-25' REAR-15' SIDES-6'

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 4

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-11663

Y-25

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		49170
	Date Approved:	/ /	8 / 8 / 12

Name: Robb Wheeler

Address: 2212 River Drive
Edinburg, Texas 78539

Phone: 956-358-5281

Water Supplier: North Alamo Water

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
McAllen Ranchos Unit Number II Lot 93,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10/04/04);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by _____);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

Planning Department Authorized Signature _____ Hidalgo County Judge _____ Date _____

ATTEST: _____
Hidalgo County Clerk _____ Date _____

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11663
I-25

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Pablo Martinez

Address: 2262 River Drive

Edinburg, Texas

Phone: 956-358-5254

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Alamo Grand Ranches II Lot 93

STATUS OF PERSON OR ENTITY MAKING REQUEST:

____ Subdivider
__/__ Owner of lot in subdivision
____ Resident of lot in a subdivision
____ Entity that provides utility service

X Pablo Martinez
Requesting Party (Signature)

3-8-12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_/_ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
_/_ Other (describe) PMT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8-08-12
Date

Alan C. Castillo
County Official

NOTICE OF CONFIDENTIALITY RIGHTS:

1482923

IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

RE: Lot Ninety-three (93) , MGM Grand Ranches Subdivision Phase II, Hidalgo County, Texas, as per map or plat of record in Volume 46, Page 42, Map Records, Hidalgo County, Texas.

Special Warranty Deed with Vendor's Lien

1. Date: June 1, 2005

2. Grantor: Garco, Ltd, a Texas Limited Partnership

3. Grantor's Mailing Address: 3910 W. Freddy Gonzalez, Edinburg, Hidalgo County, Texas 78539

4. Grantee: PABLO MARTINEZ, JR AND JULIA H. PECINA

5. Grantee's Mailing Address: 2212 River Dr, Edinburg, Hidalgo County, Texas 78539

6. Consideration: Ten and No/100THS ($10.00) Dollars and other good and valuable consideration, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory note of even date herewith, in the principal sum of THIRTY FIVE THOUSAND FIVE HUNDRED AND NO 100THS DOLLARS ($35,500.00) payable to the order of Grantor and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith to David Crook, Trustee.

7. Property: Lot Ninety-three (93), MGM Grand Ranches Subdivision Phase II, Hidalgo County, Texas, as per map or plat of record in Volume 46, Page 42, Map Records, Hidalgo County, Texas.

8. Reservations from and Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to the following, only to the extent that same exist and affect the property, to-wit:

A. The Declaration of Covenants, Easements, Conditions and Restrictions, which include liens and security interests in favor of the Property Owners' Association, to secure the payments of assessments. The Declaration is of record under Document Number 1437513, Official Records, Hidalgo County, Texas.

B. All of the following which are valid and subsisting and affect the Property and that are of record, in the Office of the County Clerk, Hidalgo County, Texas, to-wit: all rights, rights of way, restrictions, reservations, reservations and leases of oil, gas and other minerals, reservations of *underground* water and easements (including, but not limited to, easements for roads, utilities, irrigation lines, high pressure gas pipe lines and Irrigation District drainage ditch), and all items listed on Exhibit "A" attached hereto and made a part hereof for all purposes.

C. Grantee's representations that: a. Grantee will have inspected the Property to Grantee's sole satisfaction, hiring the necessary experts to satisfy himself as to the condition of the Property without any reliance on any of Grantor's representations; b. The parties are in relatively equal bargaining positions; c. Grantee is purchasing the Property "As Is", without any warranty (except the Special Warranty of Title); d. the language of Exhibit "B" is to be included in the Special Warranty Deed, conveying title to Grantee; and e. Grantee is responsible for obtaining all necessary permissions and permits for the construction upon and/or use of the Property.

RE: Lot Ninety-three (93) , MGM Grand Ranches Subdivision Phase II, Hidalgo County, Texas, as per map or plat of record in Volume 46, Page 42, Map Records, Hidalgo County, Texas.

D. All zoning laws, regulations and ordinances of municipal, county and/or other governmental authorities, if any, relating to the property, or any part hereof.
E. Anything an on-the-ground A-1 survey would reveal.
F. The taxes for the year 2005 and subsequent years due to change in land usage or ownership (sometimes known as "roll- back" taxes).
G. Save and except Grantor reserves for himself and his heirs and assigns all oil, gas and other minerals, in, on, under or that may be produced from the above described property.
H. Grantor hereby reserves to Grantor the groundwater rights to the property.

9. Condition of the Property: This Property is sold in its "As Is" condition as set out in Exhibit "B" hereto attached and made a part hereof for all purposes.
10. Prior Liens: Subject to an underlying lien executed by Richard A. Garza and payable to the order of FIRST NATIONAL BANK, of record under Document # 1383478 , Official Records, Hidalgo County, Texas.
11. Granting Clause: Grantor, for valuable consideration the receipt of which is hereby acknowledged, and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging (continue below):
12. Special Warranty of Title: To have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through or under Grantor, but not otherwise.
13. Vendor's Lien: The vendor's lien against and superior title to the Property are retained until the note described above is fully paid according to its terms, at which time this deed will become absolute.
14. Non-examination of Title: NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.
15. Miscellaneous: When the context requires, singular nouns and pronouns include the plural.
16. Signature:

Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company

By: President
Richard A. Garza, President

The State of Texas

County of Hidalgo

(Acknowledgment)

This instrument was acknowledged before me on the 3rd day of June 2005, by Richard A. Garza, President of Garco, Ltd., A Texas Limited Partnership, acting by and through its General Partner, Garco Management L.L.C., a Texas Limited Liability Company.

(SEAL)
YOLANDA FLORES
Notary Public
STATE OF TEXAS
My Comm. Exp. 07-31-2008

Yolanda Flores
Notary Public, State of Texas
My Commission Expires: 7-31-2008

After Recording Return To: BIC Investments, 3910 W. Freddy Gonzalez, Edinburg, Texas 78539

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11663
Jul. 2, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

M3849-02-000-0093-00

[1] OWNER: MARTINEZ, PABLO JR. & JULIA
H. PECINA
2212 RIVER DR.
EDINBURG, TX. 78539
Telephone No. 358-5254

[7] LEGAL DESC./NAME OF SUBDIVISION
MGM GRAND RANCHES #2 LOT 93

LOCATION: 0 CURRY & TOWER

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BRIC

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25- RESIDENTIAL NEW SINGLE DWELLING

[10] EST. COST OF CONST.: $139,000

[5] SIZE OF STRUCTURE: 2,669 Sq. Ft.

[6] USE OF BUILDING: RES.HOME.X-25

[11] SPECIAL FLOOD HAZARD AREA: ____ YES ___/___ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS.FRONT 25' REAR 15'
S.SIDE 15' N. SIDE 6' . CORNER SIDE 15'

Prepared by — Date: 07/02/12

Approved by — Date: 06/22/12

Signature of Owner or Applicant — Date: 7-2-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix: ____ Pct: 4

Community No.: ____

Certification of Elevation
Required: ____ YES ___/___ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11502e.

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		SEWER
	Date Approved:	/ /	8 17 12

Name: Edson Saenz

Address: Barri Drive
Edinburg

Phone: 956 907 8296

Water Supplier: Alamo water

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Pueblo de Palmas #12 Lot 6,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 5-1-12);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Flor d. Castillo);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Flor d. Castillo)

Flor d. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11552

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Edgar Saenz

Address: Barri Drive pueblo de Palma Phase # 12

Phone: _____

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Pueblo de Palma #12 lot 14

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

X Edgar Saenz
Requesting Party (Signature)

8-7-12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) plat

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8-08-12
Date

Raul A. Castillo
County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your Social Security Number or your Driver's License Number.

Date: MAY 4, 2012

Grantor: JGF ENTERPRISES, L.P.

Grantor's Mailing Address (including county):
P.O. BOX 1000
MISSION, TEXAS 78573-1000
HIDALGO COUNTY

Grantee: EDGAR SAENZ ROBLEDO

Grantee's Mailing Address (including County):
RT 16 BOX 533 F
EDINBURG, TX. 78542
HIDALGO COUNTY

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note (the "Purchase Note") of even date, that is in the principal amount of **$19,450.00** and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DAVID CROOK, Trustee.

Property (including any improvements):
LOT# 6, PUEBLO DE PALMAS, PHASE 12, HIDALGO COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN DOCUMENT NUMBER 2304814, OF THE MAP RECORDS OF HIDALGO COUNTY, TEXAS

Reservations From and Exceptions to Conveyance and Warranty:
SAVE AND EXCEPT all oil, gas, and other minerals not previously reserved by prior Grantors are expressly reserved by grantor herein, together with the right of ingress and egress at all times for mining, drilling, exploring, operating, and developing the property for oil , gas, and other minerals and for removing them from the property. If this interest is subject to an existing lease for oil and gas or oil, gas, and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the interest and payable under the lease;
SUBJECT TO Only one temporary or permanent single-family dwelling may be located on each lot, which is restricted to single family use by the plat of the subdivision and/or by restrictive covenants referred to in this instrument.
SUBJECT TO Declaration of Restrictive Covenants, recorded as Document Number 2304904 recorded in the Official Records of Hidalgo County, Texas, and all subsequent Amendments of declaration of restrictive covenants recorded in the Official Records of Hidalgo County, Texas;
SUBJECT TO visible and apparent easements on or across the subject property;

SUBJECT TO minimum floor elevations, minimum building setback lines, utility easements, and other requirements shown on the map of said subdivision;
SUBJECT TO all recorded restrictions, reservations, covenants, conditions, oil, gas and mineral leases, mineral severances and other instruments, other than liens and conveyances, that affect the property;
SUBJECT TO Easements, right-of-way, and prescriptive rights, whether of record or not;
SUBJECT TO taxes for the current year and all subsequent years, payment of which are expressly assumed by the Grantee herein.

Grantor, for the consideration, receipt of which is acknowledged, and subject to the reservations from and exceptions to conveyance and warranty, grants, sells and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executor, administrators, successors or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to conveyance and warranty, when the claim is by, through or under Grantor, but not otherwise.

Grantor has executed and delivered this Deed and has granted, bargained, sold and conveyed the Property, and Grantee has accepted this Deed and has purchased the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitations, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions, drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until Purchase Note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural, and plural nouns and pronouns include the singular.

JGF ENTERPRISES, L.P.

BY: _____

J. Gary Frisby, President
JGF LAND CO., INC.
Its sole general partner

ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on May 4 2012, by J. Gary Frisby, President of JGF LAND CO., INC. the sole General Partner of JGF ENTERPRISES, L.P., a Texas Limited Partnership on behalf of said Partnership.

_____
Notary Public, State of Texas

ANABEL ROCHA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-27-2013

PREPARED IN THE OFFICE OF:

JGF ENTERPRISES, L.P.
P.O. BOX 1000
MISSION, TEXAS 78573-1000

AFTER RECORDING RETURN TO:

EDGAR SAENZ ROBLEDO
RT 16 BOX 533 F
EDINBURG, TX. 78542

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11556
May. 17, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

P9277-12-000-0006-00

[1] OWNER: SAENZ, EDGAR ROBLEDO

RT. 16 BOX 533
EDINBURG, TX. 78542
Telephone No. 475-2485

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 768 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
PUEBLO DE PALMAS #12 LOT 06

LOCATION: 0 MILE 22 1/2 & CARMEN AVIL

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $3,500

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 15' FINISH FLOOR OF ELEV.
18"

Prepared by _____ Date _____

Approved by _____ Date _____

Signature of Owner or Applicant _____ Date _____

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 4

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-115/13
X-44

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		49139
Date Approved:	/ /	8/13/12

Name: JAVIER A. MARTINEZ

Address: 15812 Jennifer's Rd
Edinburg Tx. 78541

Phone: (956) 821-0273

Water Supplier: Sharyy

Utility Provider: [ ]M.V.E.C. [X] AEP

Account/ESI No.: 10032789478349386
[ ] Temporary Pole [X] Permanent Service
Maintenance

regarding the land described as: Monte Cristo Lot 77,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 3-24-04);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Raul Castillo)

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Ruben Hernandez 8-3-12)

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Ruben Hernandez 8-3-12)

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Raul Castillo)

Raul Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-11513

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Javier A. Martinez

Address: 15812 Jennifer Rd

Edinburg TX. 78541

Phone: (956) 821-0273

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Monte Cristo Lot 77

STATUS OF PERSON OR ENTITY MAKING REQUEST:

____ Subdivider
__✓__ Owner of lot in subdivision
____ Resident of lot in a subdivision
____ Entity that provides utility service

x [signature] 7-2-12
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
__✓__ Other (describe) Plat

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8-8-12
Date

Abel Castillo
County Official

EDWARDS ABSTRACT
N6219 1-4

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED

Date: March 30, 2012

Grantor: FRANCISCO VASQUEZ, a single man

Grantor's Mailing Address: 3717 Amando St., Edinburg, Hidalgo County, Texas 78539

Grantee: JAVIER MARTINEZ ALMEYDA, a single man

Grantee's Mailing Address: 17313 Wallace Rd., Edinburg, Hidalgo County, Texas 78541

Consideration: Ten and No/100 ($10.00) Dollars and other good and valuable consideration.

Property (including any improvements):

Lot Seventy-seven (77), MONTE CRISTO SUBDIVISION, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 23, Page 195A, Map Records, Hidalgo County, Texas.

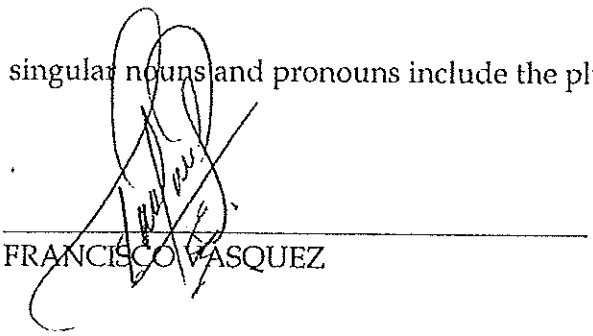
Reservations From and Exceptions to Conveyance and Warranty:

1. Restrictions recorded in Volume 1987, Page 496, Official Records and in Volume 23, Page 195A, Map Records, Hidalgo County, Texas.
2. All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s) dated March 1, 1946, recorded in Volume 581, Page 262, Deed Records, Hidalgo County, Texas.
3. Oil, Gas and Mineral Lease dated July 9, 1976, recorded in Volume 359, Page 934, Oil and Gas Records, Hidalgo County, Texas.
4. Memorandum of Oil and Gas Lease dated February 17, 2000, recorded under Clerk's File No. 852833 and refilled under Clerk's File No. 1161677, Official Records, Hidalgo County, Texas.

5. Water Service Agreement dated June 25, 1987, between SHARYLAND WATER SUPPLY CORPORATION and LEONARD MOYA, recorded in Volume 2467, Page 305, Official Records, Hidalgo County, Texas.
6. Easement and Right of Way dated May 8, 1954, recorded in Volume 802, Page 513, Deed Records, Hidalgo County, Texas.
7. Easements, rules, regulations and rights in favor of Santa Cruz Irrigation District No. 15.
8. Minimum floor elevation; ten foot (10') utility easement along the rear; and five foot (5') utility easement along the front; as per map or plat recorded in Volume 23, Page 195A, Map Records, Hidalgo County, Texas.
9. Easements and reservations as may appear upon the recorded map and dedication of said subdivision.
10. Taxes for 2012 and subsequent years.

Grantor, for the consideration and subject to the reservations from the and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations From and Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.



FRANCISCO VASQUEZ

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 30th day of March, 2012 by FRANCISCO VASQUEZ.



Martha A. Gonzalez
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Javier Martinez Almeyda
17313 Wallace Rd.
Edinburg, Texas 78541

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11513
Apr. 27, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

M5810-00-000-0077-00

[1] OWNER: MARTINEZ, JAVIER ALMEYDA

17313 WALLACE RD.
EDINBURG, TX. 78541
Telephone No. 821-0273

[7] LEGAL DESC./NAME OF SUBDIVISION
MONTE CRISTO LOT 77

[2] CONTRACTOR: SELF

LOCATION: 0 WARE & M. CRISTO

[3] WATER SYSTEM: SHAR

[8] SEWAGE: INSTA

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44- MOBILE HOMES

[9] CONSTRUCTION TYPE: META

[5] SIZE OF STRUCTURE: 664 Sq. Ft.

[10] EST. COST OF CONST.: $4,000

[6] USE OF BUILDING: RES.M.H.ZONE.X

[11] SPECIAL FLOOD HAZARD AREA: ____YES ~~NO~~

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS.FRONT 25' SIDE 6' REAR
10' . ELEVATION AS PER FEMA.

Prepared by [signature] 04/27/12 Date

Approved by [signature] 04/26/12 Date

Signature of Owner or Applicant [signature] 4-27-12 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0325 D Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____YES ~~NO~~ ____BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 (4)

Application No: 4-11717
D29

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of: Juana M. Gutierrez

c/o marianna esquivel
Name:

Address: 3023 Slaughter drive edinburg TX 78542

Phone: 9563130648

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		Existing System
	Date Approved:	/ /	7/27/12

Water Supplier: N.W.A.S

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: 265800-001

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Rincon de Enanos #2 Lot 23

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 01-03-94)

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Nerys Cisneros);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Mario Cisneros);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
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Edinburg, Texas 78542
956-318-2840
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956-968-4734
956-973-7850

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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-1717

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST: Juana M. Gutierrez

c/o Name: Marianna Esquivel

Address: 3023 Slaughter Dr
Edinburg TX 78542

Phone: 9563136649

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Rincon De Encino #2 Lot #23

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__/__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

c/o Marianna Esquivel — Requesting Party (Signature)

7-27-12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__/__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__/__ Other (describe) PMT

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

08-Aug-12 — **Date**

County Official

CAUSE NO. F-5122-09-G 2197125

IN THE MATTER OF THE MARRIAGE OF	§	IN THE DISTRICT COURT
ROLANDO GUTIERREZ, JR. AND JUANA MARIA GUTIERREZ	§	370TH JUDICIAL DISTRICT
AND IN THE INTEREST OF JR GUTIERREZ, AND LEONARDO GUTIERREZ MINOR CHILDREN	§	HIDALGO COUNTY, TEXAS

FINAL DECREE OF DIVORCE

On Aug. 30th 2010 the Court heard this case.

Appearances

Petitioner, ROLANDO GUTIERREZ, JR., appeared in person and through attorney of record, Rodrigo Garza, Jr., and announced ready for trial.

Respondent, JUANA MARIA GUTIERREZ, waived issuance and service of citation by waiver duly filed and did not otherwise appear.

Record

The making of record of testimony was waived by the parties with the consent of the Court.

Jurisdiction and Domicile

The Court FINDS that the pleadings of Petitioner are in due form and contain all the allegations, information, and prerequisites required by law. The Court, after receiving evidence, FINDS that it has jurisdiction of this case and of all the parties and that at least sixty days have elapsed since the date the suit was filed. The COURT FINDS that, at the time this suit was filed, Petitioner had been a domiciliary of Texas for the preceding six-month period and a resident of the county in which this suit was filed for the preceding ninety-day period. All person entitled to

citation were properly cited.

Jury

A jury was waived, and questions of fact and of law were submitted to the Court.

Divorce

IT IS ORDERED AND DECREED that ROLANDO GUTIERREZ, JR., Petitioner, and JUANA MARIA GUTIERREZ, Respondent, are divorced and that the marriage between them is dissolved on the ground of insupportability.

Children of the Marriage

The Court finds that Petitioner and Respondent are the parents of the following children:

Name:	JR GUTIERREZ
Sex:	MALE
Birth date:	05/31/1992
Home state:	Texas
Social Security number:	XXX-XX-8842

Name:	LEONARDO GUTIERREZ
Sex:	MALE
Birth date:	05/04/1993
Home state:	Texas
Social Security number:	XXX-XX-3381

The Court FINDS no other children of the marriage are expected.

Conservatorship

The Court, having considered the circumstances of the parents and of the child, FINDS that the following parenting plan is in the best interest of the child.

IT IS ORDERED that ROLANDO GUTIERREZ, JR. and JUANA MARIA GUTIERREZ are appointed Joint Managing Conservators of the following children: JR GUTIERREZ AND LEONARDO GUTIERREZ.

IT IS ORDERED that, at all times, JUANA MARIA GUTIERREZ, as a parent joint

FOR UP TO SIX MONTHS, A FINE OF UP TO $500 FOR EACH VIOLATION, AND A MONEY JUDGMENT FOR PAYMENT OF ATTORNEY'S FEES AND COURT COSTS.

FAILURE OF A PARTY TO MAKE A CHILD SUPPORT PAYMENT TO THE PLACE AND IN THE MANNER REQUIRED BY A COURT ORDER MAY RESULT IN THE PARTY'S NOT RECEIVING CREDIT FOR MAKING THE PAYMENT.

FAILURE OF A PARTY TO PAY CHILD SUPPORT DOES NOT JUSTIFY DENYING THAT PARTY COURT-ORDERED POSSESSION OF OR ACCESS TO A CHILD. REFUSAL BY A PARTY TO ALLOW POSSESSION OF OR ACCESS TO A CHILD DOES NOT JUSTIFY FAILURE TO PAY COURT-ORDERED CHILD SUPPORT TO THAT PARTY.

Division of Marital Estate

The Court FINDS that the following is a just and right division of the parties' marital estate, having due regard for the rights of each party.

Provisions Dealing with Transfer of Real Property

IT IS FURTHER ORDERED AND DECREED that the following real properties:

a. 2311 San Antonio St., San Juan, Hidalgo County, Texas 78589 and all improvements thereto; also known as Ebano Heights PH 3 Lot 25, Hidalgo County, Texas.

b. 3023 Slaughter Dr., Edinburg, Hidalgo County, Texas, 78542, and all improvements thereto; also known as Rincon De Encinos #2 Lot 23, Hidalgo County, Texas.

c. 33416 fm 681, Edinburg, TX, Hidalgo County, Texas; also known as McCook Acres #2.SO .29AC FOR EXEC. & IMPS LOT 83 BLK G 0.29AC, Hidalgo

granted is denied. This is a final judgment, for which let execution and all writs and processes necessary to enforce this judgment issue. This judgment finally disposes of all claims and all parties and is appealable.

Date of Judgment

SIGNED this 30 day of August, 2010.

JUDGE PRESIDING

APPROVED AS TO FORM ONLY:

By:
Rodrigo Garza, Jr.
Attorney for Petitioner

APPROVED AND CONSENTED TO AS TO BOTH FORM AND SUBSTANCE:

Petitioner—ROLANDO GUTIERREZ, JR.

DATE 09/01/2010
I true copy I certify
ATTEST: O. SA
District Clerk Hidalgo County, Texas
By Deputy

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11717
Jul. 27, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

R2845-02-000-0023-00

[1] OWNER: GUTERREZ, ROLANDO JR

2311 N SAN ANTONIO AVE
SAN JUAN, TX 78589-4137
Telephone No. 283-7242

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOVED BUILDING
29- RESIDENTIAL MOVE-IN/RELO.BUILD

[5] SIZE OF STRUCTURE: 448 Sq. Ft.

[6] USE OF BUILDING: RESIDENTIAL B-25

[7] LEGAL DESC./NAME OF SUBDIVISION
RINCON DE ENCINOS #2 LOT 23

LOCATION: 3023 CANTON & C.CHAVEZ

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $2,000

[11] SPECIAL FLOOD HAZARD AREA: _____YES
_____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT 25' REAR 35' SIDES 6' 18" TOP OF CURB

Edgar Tello — Prepared by — 7-27-12 Date

Approved by — 7-27-12 Date

Signature of Owner or Applicant — 7-27-12 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix:_____ Pct: 4

Community No.:_____

Certification of Elevation
Required: _____ YES _____ NO _____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11728

08-02-12
C-44

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

	Approved by Environmental Health:	Temporary Service	Final Service
		Authorized Signature	Authorized Signature
	Inspection/Permit No:		existing
	Date Approved:	/ /	8/21/12

Name: c/o Jose S. Garza III
Cynthia Garza

Address: 15705 Los Carritos Cir.
Edinburg, TX 78541
(956) 369-3737 wife

Phone: (956) 802-9442 husband

Water Supplier: N/A

Utility Provider: [√] M.V.E.C. [ ] AEP

Account/ESI No.: # 2666111-7001

[ ] Temporary Pole [ ] Permanent Service

Mobile home

regarding the land described as: ~~Lot 24~~
Los Carritos Cir Lot # 24 ,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 7-24-97);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Flor C. Castillo);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Ruben Hinojosa 8-2-12);

yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Ruben Hinojosa 8-2-12);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Flor C. Castillo);

Flor C. Castillo
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

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Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11728

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: C/O Cynthia Garza Jose S. Garza III

Address: 15705 Los Cerritos Cir

Edinburg, TX 78541

Phone: (956) 369-3739 (956) 802-9442

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Los Cerritos #4 Cir Lot #24

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__X__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

X _____ 02 AUG 12
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
__✓__ Affidavit
_____ Other (describe) Plat

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8-08-12 Raul Castillo
Date **County Official**

2141485

GIFT WARRANTY DEED

Date: September 24, 2010

Grantor: Jose Socorro Garza, III, husband

Grantor's Mailing Address (including county):

4313 Pizarro Dr.
Edinburg, Texas 78542
Hidalgo County, Texas

Grantee: Cinthia L. Garza, wife

Grantee's Mailing Address (including county):

4313 Pizarro Dr.
Edinburg, Texas 78542
Hidalgo County, Texas

Consideration: Love of, and affection for Grantee.

Property (including any improvements): One-half (½) of my interest in lot Twenty-Four (24), Los Cerritos Subdivision, Unit No. 4, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 32, Page 17, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than Grantor, and other instruments, other than conveyances of the surface fee estate, that affect the Property; validly existing rights of adjoining owners in any walls and fences situated on a common boundary; any discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all easements, rules, regulations, rights, obligations, and other matters arising from and existing by reason of the water or irrigation district, if any, in which the property is situated; and taxes for the current year, which Grantee assumes and agrees to pay, andsubsequent assessments for that and prior years due to change in land usage, ownership, or both, the payment of which Grantee assumes.

AT THE SPECIAL REQUEST OF GRANTOR AND GRANTEES HEREIN, AN ATTORNEY HAS ASSISTED IN THE PREPARATION OF NEEDED LEGAL DOCUMENTS. THE ATTORNEY SO ASSISTING HAS MADE NO REPRESENTATION

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on September 24, 2010, by JOSE SOCORRO GARZA III.

PETE TENIENTE
Notary Public, State of Texas
My Commission Expires
December 18, 2013

Notary Public, State of Texas

My commission expires: December 18, 2013

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on September 24, 2010, by CINTHIA L. GARZA.

PETE TENIENTE
Notary Public, State of Texas
My Commission Expires
December 18, 2013

Notary Public, State of Texas

My commission expires: December 18, 2013

PREPARED IN THE:

Law Office of Robert Fernandez, P.C.
215 W. Stubbs Street
Edinburg, Texas 78539

AFTER RECORDING RETURN TO:

Cinthia L. Garza
4312 Pizarro Dr.
Edinburg, Texas 78542

Filed for Record in:
Hidalgo County
By: Arturo Guajardo Jr.
County Clerk
On: Sep 27,2010 at 11:37A
As a Recording
Document Number: 2141435
Total Fees 24.00
Receipt Number - 1148217
By: Tania Rivera, Deputy

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11728
Aug. 2, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

L5827-04-000-0024-00

[1] OWNER: GARZA, CINTHIA L.

15705 LOS CERRITOS CR.
EDINBURG,TX. 78542
Telephone No. 802-9442

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: OTHE

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44- MOBILE HOMES

[5] SIZE OF STRUCTURE: 921 Sq. Ft.

[6] USE OF BUILDING: RES.MH.ZONE.C

[7] LEGAL DESC./NAME OF SUBDIVISION
LOS CERRITOS UT 4 LOT 24

LOCATION: 0 490 & 281

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $15,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AS PER COUNTY
STATE CITY FEMA & SETBACKS.FRONT30' SIDE 10' REAR
10' . 1FT ABOVE NATURAL GROUND.

Prepared by — Date 08/02/12

Approved by — Date 08/10/12

Signature of Owner or Applicant — Date 02AUG12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT **$30.00**

Light [ ] Water [ ]

Flood Zone: NO
Panel No. /Suffix: 0175 B Pct: 4

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-318-2840
956-318-2844

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956-968-4734
956-973-7850

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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-1107-04
X-01

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		SEWER
Date Approved:	/ /	8/8/12

Name: Eulalio Cantu

Address: 3008 La Puerta Ave
McAllen TX 785

Phone: (956) 821-1953

Water Supplier: N/A

Utility Provider: [✓] M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: La Puerta Lot 128

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 8/8/12);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Hector Castillo);

YES an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

NO individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Hector Castillo);

Hector Castillo
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 4-11784
X-01

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Eulalio Cantu

Address: 3008 La Puerta Ave
McAllen TX 785

Phone: (956) 821-1953

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

La Puerta Lot 128

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

Eulalio Cantu
Requesting Party (Signature)

8-1-2014
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
__✓__ Affidavit
__✓__ Other (describe) PUD

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8-8-14
Date

Alan D. Castillo
County Official

Doc-2322166

CHARGE SIERRA TITLE
STC/al GF# 3146067

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: June 27, 2012

Grantors: **TEXAS NATIONAL BANK**

Grantor's Mailing Address (including county): 4908 S. Jackson
Edinburg, Texas 78539
Hidalgo County

Grantee: **EULALIO CANTU DBA CANRAM CONSTRUCTION**

Grantees' Mailing Address (including county): 420 N. Elizabeth Moya
Edinburg, Texas 78541
Hidalgo County

Consideration: Ten and No/100ths Dollars ($10.00) and other good and valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of Grantee's one certain promissory **Note** of even date herewith, in the principal amount of **ONE HUNDRED FORTY-TWO THOUAND AND NO/100THS ($142,000.00) DOLLARS, of which One Thirty-Two Thousand and No/100ths ($32,000.00) Dollars represents the purchase price of the within described property,** payable to the order of **TEXAS NATIONAL BANK** and bearing interest as therein provided; containing the usual clauses providing for acceleration of maturity and for attorney's fees, the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a Deed of Trust of even date herewith from Grantee to **RUBEN D. PLATA**, Trustee.

Property (including any improvements): ***Lot 128, LA PUERTA SUBDIVISION PHASE I, an Addition to the City of McAllen, Hidalgo County, Texas, according to map thereof recorded in Volume 51, Pages 62 and 63, Map Records of Hidalgo County, Texas.***

Reservations From and Exceptions to Conveyance and Warranty:

Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas on August 25, 2006, under Clerk's File No. 1656038 and amended by Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas, on June 8, 2010, under Clerk's File No. 2109516, and Restrictions as shown on the map recorded in Volume 51, Pages 62 and 63, Map Records, Hidalgo County, Texas, but omitting any covenant condition or restriction, if any, based on race, color, religion, sex, handicap, familial status, or national origin unless and only to the extent that the covenant, condition or restriction (a) is exempt under

All rights, titles and interests in and to all portions of the subject property lying within a drainage ditch, drainage pipe, drainage line, a canal or an irrigation line as may be claimed in fee by Hidalgo County Irrigation District No. 1.

Taxes for 2012 and subsequent years, the payment of which Grantee assumes.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor but not otherwise, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

As a material part of the consideration being paid for the property being purchased, Buyer is taking the Property "AS IS", "WHERE IS" and "WITH ALL FAULTS", with any and all latent and patent defects and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Seller to expressly negate and exclude all representations and warranties, including, but not limited to: (i) the nature, quality or condition of the property, including, without limitation, the water, soil, geology, warranties related to suitability for habitation, merchantability or fitness for a particular purpose, developmental potential or otherwise; (ii) the income to be derived from the property; (iii) the quality of the labor and materials included in any improvements; (iv) property being in compliance with any operation, rules, regulations, laws or ordinances of any applicable governmental body or authority; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein. Additionally, Seller has not and does not make and specifically disclaims any representations regarding solid waste, as defined by the Texas Solid Waste Disposal Act and the regulations adopted thereunder or the U. S. Environmental Protection Agency Regulations at 40 C.F.R., Part 261, or the disposal or existence, in or on the property, of any hazardous substance, as defined by the Comprehensive Environmental Response Compensation and Liability Act of 1980, as amended, and regulation promulgated thereunder. Buyer acknowledges and stipulates that Buyer is not relying on any representation, statement, or other assertion with respect to the Property condition but is relying on Buyer's examination of the Property. Buyer takes the Property with the express understanding and stipulation that there are no express or implied warranties except for limited warranties of title set forth in Deed.

The vendor's lien against and superior title to the Property are retained until each note described is fully paid according to its terms, at which time this deed will become absolute.

TEXAS NATIONAL BANK, at Grantee's request, has paid in cash to Grantor that portion of the purchase price of the property that is evidenced by the note described. The vendor's lien and the superior title to the property are retained for the benefit of TEXAS NATIONAL BANK and are transferred to TEXAS NATIONAL BANK without recourse on Grantor.

When the context requires, singular nouns and pronouns include the plural.

TEXAS NATIONAL BANK

By: _____
Name: RUBEN D. PLATA
Title: SENIOR LENDER

(Acknowledgement)

STATE OF TEXAS §

COUNTY OF HIDALGO §

This instrument was acknowledged before me on this the 28th day of June, 2012 by Ruben D. Plata, Senior Lender of TEXAS NATIONAL BANK, a banking association, on behalf of said association.

ANGIE M. SANDOVAL
Notary Public, State of Texas
My Commission Expires
July 29, 2012

_____
Notary Public, State of Texas

ANGIE M. SANDOVAL
Notary Public, State of Texas
My Commission Expires
July 29, 2012

Chapter 232 Texas LGC Application

APPLICATION NO:
4-11724
Aug. 1, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1304 S. 25th Ave EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

L1770-01-000-0128-00

[1] OWNER: CANTU, EULALIO

420 ELIZABETH MOYA
EDINBURG, TX. 78541
Telephone No. 821-1953

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: MOVED BUILDING
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,421 Sq. Ft.

[6] USE OF BUILDING: RES.ZONE-X

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PUERTA LOT 128

LOCATION: 0 107 & WARE

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $100,000

[11] SPECIAL FLOOD HAZARD AREA: ✓ YES ____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 10' FINISH FLOOR OF ELEV.
18" TOP OF STREET.

Prepared by — Date: 8/01-12

Approved by — Date: 7-18-12.

Signature of Owner or Applicant — Date: 8-1-2012

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO Panel No. /Suffix: 0325 D
Community No.: 480334 Pct: 4

Certification of Elevation Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

	PLANNING DEPT. PCT 3 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	ANA MARIA DIAZ	3-12750
2.		
3.		
4.		
5.		
6.		
7.		
	COMM. COURT: AUG 14, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 (3) 4

Application No: 3-12750
8/3/12

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Ana Maria Diaz

Address: 8208 Vaquero Ave.
Mission, Tx 78574

Phone: 271-9791

Approved by Environmental Health:	Temporary Service	Final Service
	_____ Authorized Signature	Authorized Signature
Inspection/Permit No:	_____	preinst
Date Approved:	/ /	8 / 3 / 12

Water Supplier: NA

Utility Provider: [ ]M.V.E.C. [X]AEP

Account/ESI No.: 100327894

[ ] Temporary Pole [X] Permanent Service

regarding the land described as: Cardinal Delta Ph2 Lot 8,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

YES A plat has been prepared;

YES A plat has been reviewed and approved by the Commissioners Court; (Date approved 1/23/08);

YES water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Sandra Cantu);

NO an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by Sandra Cantu);

YES individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by Sandra Cantu);

YES electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by Sandra Cantu);

Sandra Cantu 8/3/12
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 3-12750

8/3/12

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: AnaMaria Diaz

Address: 8208 Vaquero Ave
Mission, TX 78574

Phone: 271-9791

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Cardinal Delta Phase Lot 8

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

X [signature]
Requesting Party (Signature)

8/3/12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) copy of permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8/3/12
Date

Sandra Cantu
County Official

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Date: January 9, 2012

Grantor: Cardinal Estates, Ltd., a Texas Limited Partnership
Grantor's Mailing Address:
P.O. Box 721052
McAllen, Texas 78504

Grantee: Ana Maria Diaz Gonzalez

Grantee's Mailing Address (including county):
8208 Vaquero Avenue
Mission, Texas 78574
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Twenty-Six Thousand Seven Hundred Dollars and No Cents ($26,700.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 8, Cardinal Delta Subdivision Phase II, as shown by the map or plat thereof recorded in Volume 54, Pages 128-130, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated August 31, 2007, payable to the order of Texas State Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1801869. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Cardinal Delta Subdivision Phase II, as shown on the plat thereof, recorded in Volume 54, Pages 128-130, of the Map records of Hidalgo County, Texas; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

The Property shall be held, sold and transferred, conveyed and occupied subject to the covenants, conditions, restrictions, easements, uses, privileges, charges and liens hereafter set forth, all of which shall be binding on all parties having or acquiring any right, title and interest therein and shall inure to the benefit of each Owner:

1. All may be used for residential or commercial purposes;
2. No residence shall be constructed on any Lot until all necessary building permits and licenses have been obtained by the owner of the Lot;
3. No residence can be occupied until (i) potable water and electricity have been fully installed to the residence; (ii) the residence shall have at least one working restroom in the residence, which is tied into an underground septic tank (no outdoor toilets are allowed); and (iii) the exterior of any residence must be complete, including the installation of all doors and windows to the residence.

against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Cardinal Estates, Ltd., a Texas Limited Partnership
BY: Cardinal Administration, L.L.C., a Texas Limited Liability Company, Its General Partner

BY: Laura Coffman
Laura Coffman, Vice-President

(Acknowledgment)

State of Texas
County of Hidalgo

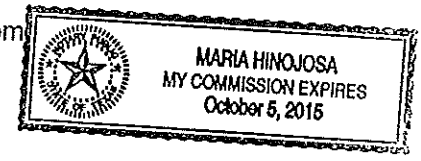
This instrument was acknowledged before me on the 9th day of January, 2012, by Laura Coffman, Vice-President of Cardinal Administration, L.L.C., a Texas Limited Liability Company, in its capacity as General Partner of Cardinal Estates, Ltd., a Texas Limited Partnership.

Maria Hinojosa
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Cardinal Estates, Ltd.
P.O. Box 721052
McAllen, Texas 78504

Software by ReMerge-It.com
(956) 630-9401
www.ReMerge-It.com



Chapter 232 Texas LGC Application

APPLICATION NO:
3-12750
Aug. 3, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

C1618-02-000-0008-00

[1] OWNER: DIAZ, ANA MARIA GONZALEZ
8208 VAQUERO AVE

MISSION, TX 78574
Telephone No. 271-9791

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES/ RV
[5] SIZE OF STRUCTURE: 684 Sq. Ft.

[6] USE OF BUILDING: RES MH ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
CARDINAL DELTA PH 2 LOT 8
X-44

LOCATION: 0 IOWA RD. & 107

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $1,500

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 25' SIDE 6' CORNERSIDE 15' REAR 35'
18 INCHES ABOVE TOP OF CURB.

Sandra Cantu — Prepared by — 8/3/12 Date

R. Cantu — Approved by — 8/2/12 Date

X [signature] — Signature of Owner or Applicant — 8/03/12 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER____
TOTAL AMOUNT **$30.00**

Light [X] Water [ ]

Flood Zone: NO 0290D
Panel No. /Suffix:____ Pct: 3
Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	DAVID SALINAS	3-12763
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: AUG 14, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-1

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 (3) 4

Application No: 3-127603
8/7/12

HIDALGO COUNTY
CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:	3300	3300
Date Approved:	8/7/12	8/7/12

Name: David Salinas

Address: 10835 Cambell Dr. Mission, TX 78573

Phone: 956-222-2314

Water Supplier: Sharyland

Utility Provider: [ ] M.V.E.C. [X] AEP

Account/ESI No.: 10032894 -

[X] Temporary Pole [ ] Permanent Service

who is the person requesting utility service to subdivided land ("land") described as follows:

Basham #14 Lot 41

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

and who has submitted to the court an affidavit as required by Local Govt. Code Sec. 232.029 (f), on _____, 20____, the Hidalgo County Commissioners Court approved the issuance of this certificate stating as follows (strike through the statement that does not apply)

The land was not subdivided after September 1, 1995, and water service is available within 750 feet of the land.

-OR-

The land was not subdivided after September 1, 1995, and water service is available more than 750 feet from the subdivided land and the extension of water service to the land may be feasible, subject to a final determination by the water service provider.

Sandra A. Cantu 8/7/12
Planning Department Authorized Signature

_____ Hidalgo County Judge

_____ Date

ATTEST: _____ Hidalgo County Clerk

_____ Date

PLANNING DEPARTMENT
County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct 1 2 3 4

Application No: 3-12763

AFFIDAVIT
TO APPLY TO THE COUNTY OF HIDALGO
FOR CERTIFICATE OF WATER SERVICE AVAILABILITY
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.029(c)(2)

[Note: To be eligible, the land must not have been subdivided after September 1, 1995.]

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared David A. Salinas,

Known to me [*or* proved to me in the oath of Texas ID Card *or* through ID # 24155847 *(description of federal or state government ID card with photograph and signature)*], who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land: Basham #14 Lot 41."

[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]

2. "The land described above has been sold or conveyed to me."

AND [*strike through the statement below that does not apply*]

3A. "The land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1995."

-OR-

3B. "The land was on August 31, 1999, located in the extraterritorial jurisdiction of a municipality as determined by Local Govt. Code Chapter 42; and the land was not sold or conveyed to me by the Subdivider or the subdivider's agent after September 1, 1999."

David A. Salinas (Signature)

SUBSCRIBED AND SWORN TO before me on August 7, 2012, to certify which, witnesses my hand and seal of office.

Sandra A. Cantu
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

SANDRA A. CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

SIERRA TITLE
CLOSER G.S. GF# 314619

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

WARRANTY DEED WITH VENDOR'S LIEN

Date: July 10, 2012

Grantor: IRMA ELIZABETH VILLANUEVA, a single woman

Grantor's Mailing Address: 8735 Cypressbrook Dr.
Houston, Texas 77095
Harris County

Grantee: DAVID A. SALINAS and wife, GUADALUPE SALINAS

Grantee's Mailing Address: 8403 Tornillo St.
Mission, Texas 78574
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS ($10.00) and a note of even date that is in the principal amount of FIFTEEN THOUSAND AND NO/100 DOLLARS ($15,000.00), and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this Deed and by a Deed of Trust of even date from Grantee to JOHN ROBERT KING, Trustee.

Property (including any improvements):
Lot 41, BASHAM NO. 14 SUBDIVISION, Hidalgo County, Texas according to map thereof recorded in Volume 24, Page 83-B, Map Records of Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:
Subject To:

Restrictions as shown in Deed filed for record in the Office of the County Clerk of Hidalgo County, Texas on December 20, 1990, under Clerk's File No. 191520.

Right-of-Way Easement granted by James H. Bogert to Sharyland Water Supply Corporation, by instrument dated October 17, 1978, recorded in Volume 1597, Page 655, Deed Records of Hidalgo County, Texas.

Right-of-Way Easement granted by James H. Bogert to Hidalgo County Water Control and Improvement District No. 7, by instrument dated December 14, 1973, recorded in Volume 1390, Page 1579, Deed Records of Hidalgo County, Texas.

A ten foot (10') Utility Easement and Irrigation Easement along the rear of subject property as shown on plat recorded in Volume 24, Page 83-B, Map Records of Hidalgo County, Texas.

Easements, rights, rules, and regulations in favor of United Irrigation District.

Easements, or claims of easements, which are not of public record.

All oil, gas, and other minerals reserved in Deeds recorded in Volume 581, Page 262, Volume 1691, Page 580, and Volume 1390 Page 447, all in Deed Records of Hidalgo County, Texas.

All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records.

Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.

All ad valorem taxes for the year 2012 and all subsequent years.

Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from and Exceptions to Conveyance and Warranty.

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all

right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other Property in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with regard to the use of all or any portion of the Property, and (iv) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

IRMA ELIZABETH VILLANUEVA

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HARRIS

This instrument was acknowledged before me on the 17th day of July, 2012, by **IRMA ELIZABETH VILLANUEVA.**

Notary Public, State of Texas

JULIE P. VO
MY COMMISSION EXPIRES
January 8, 2013

AFTER RECORDING RETURN TO:
DAVID A. SALINAS and GUADALUPE SALINAS
8403 Tornillo St.
Mission, Texas 78574

PREPARED IN THE LAW OFFICE OF:
JOHN ROBERT KING
3409 N. 10th, Suite 100
McAllen, Texas 78501
File No.: GF#3146199;GS/la

Chapter 232 Texas LGC Application

APPLICATION NO:
3-12763
Aug. 7, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

B1900-14-000-0041-00

[1] OWNER: SALINAS, DAVID A & GUADALUPE
6835 CAMBELL DR

MISSION, TX 78573
Telephone No. 222-2314

[7] LEGAL DESC./NAME OF SUBDIVISION
BASHAM #14 LOT 41
X-25

[2] CONTRACTOR: SELF

LOCATION: 0 GLASSCOCK & 107

[3] WATER SYSTEM: SHAR

[8] SEWAGE: EXIST

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING

[9] CONSTRUCTION TYPE: WOOD

[5] SIZE OF STRUCTURE: 2,280 Sq. Ft.

[10] EST. COST OF CONST.: $55,000

[6] USE OF BUILDING: NEW RES ZONE X

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS AND SETBACKS.
FRONT 25' SIDES 6' REAR 15'
18 INCHES ABOVE TOP OF CURB.

Sandra Cantu — Prepared by — 8/7/12 Date

R. Cantu — Approved by — 7/26/12 Date

X David A. Salinas — Signature of Owner or Applicant — 8-7-12 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0295 D Pct: 3
Community No.: 480334

Certification of Elevation Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

	PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	JUANA G. GUTIERREZ	1-9232
2.	OMAR OCHOA	1-9235
	COMM. COURT: AUGUST 14, 2012	

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: I-9232

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: J. Graciela Gtz

Address: 493 Est. Lot 16
12805 Las Cumbres
Edcouch, Tx 78538

Phone: 956 588 6116

Water Supplier: NAWSC

Utility Provider: [ ] M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: 493 Estates Lot # 16,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 11/7/07);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Gilbert Pecina);

No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

_____ _____ _____
Planning Department Authorized Signature **Hidalgo County Judge** **Date**

ATTEST: _____ _____
Hidalgo County Clerk **Date**

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

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956-318-2844

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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-9232

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Juana Graciela Gutierrez

Address: 493 est - Lot. 16

10805 Las Cumbres Edcouch, Tx 78538

Phone: 956 588 6176

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

493 Estates Lot # 16

STATUS OF PERSON OR ENTITY MAKING REQUEST:

_____ Subdivider
__✓__ Owner of lot in subdivision
_____ Resident of lot in a subdivision
_____ Entity that provides utility service

J. Graciela Gtz — Requesting Party (Signature)

2-8-12 — Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8/7/12 — **Date**

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
1-9232
Aug. 2, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

F6021-00-000-0016-00

[1] OWNER: GUTIERREZ, JUANA G.

12805 LAS CUMBRES DR.
EDCOUCH, TX. 78538
Telephone No. 926-9628

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: RESD. ADDITION
30-RESIDENTIAL/ADD. & RENOVATION

[5] SIZE OF STRUCTURE: 2,236 Sq. Ft.

[6] USE OF BUILDING: REST. ZONE X-30

[7] LEGAL DESC./NAME OF SUBDIVISION
493 ESTATES
LOT #16

LOCATION: 0 493 & 2812

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $35,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
✓ NO

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:25' REAR:35' SIDES:6'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by — Date: 8/2/12

Approved by — Date: 8/1/12

Signature of Owner or Applicant — Date: 2-8-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350C Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

WARRANTY DEED WITH VENDOR'S LIEN

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: July 27, 2012

Grantor: 493 Estates Partnership.

Grantor's Mailing Address (including county):
5711 North 10th Street
McAllen, Texas 78504
Hidalgo County, Texas

Grantee: Juana Graciela Gutierrez

Grantee's Mailing Address (including county):
5106 Haven Lane
Edinburg, TX 78542
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of **Twenty Three Thousand Dollars and 00/100ths ($23,000.00)** executed by Grantee, payable to the order of William A. Schwarz. The note is secured by a vendor's lien retained in favor of William A. Schwarz. in this deed and by a deed of trust of even date from Grantee to Robert L. Schwarz, Trustee.

Property (including any improvements):

Lot # 16, 493 Estates, Hidalgo County, Texas as per the map or plat thereof on file and of record in Volume 52, Page 53, Map Records, Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. Mineral reservations and conveyances of record.

2. Easements of record.

3. Subdivision restrictions of record as instrument number 1738420, Official Records, Hidalgo County, Texas.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

The vendor's lien against and superior title to the property are retained until each note described is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

493 Estates Partnership

WILLIAM A. SCHWARZ, General Partner

(Acknowledgment)

State of Texas §
§
County of Hidalgo §

This instrument was acknowledged before me on the 27th day of July 2012, by WILLIAM A. SCHWARZ.

LAWRENCE ARTHUR LYON
Notary Public
STATE OF TEXAS
My Comm. Exp. Nov. 10, 2014

Notary Public, State of Texas

AFTER RECORDING RETURN TO:
493 Estates
5711 N. 10th Street
McAllen, Texas 78504

County of Hidalgo

1304 S. 25th Ave. • Edinburg, TX 78539
Phone: (956) 383-0111 • Fax: (956) 383-7351

On-Site Sewerage Inspection Report

Owner: Kenneth Wilkins **Permit #:** 43958

Address: 493 Est. Lot 16 **Phone #:**

Location: 493, 2812 **No. Bedrooms:** 3 Bed

Tank Type: 2 - 500 Concrete

Inside diameter: 4.5'

Inside length of sides: 4.5'

Liquids depth or distance from tank bottom to outlet bottom: 4.3'

Airspace (approximately): 1'

Approximate gallon cap.: 1000

Drain Field: Trench ✓ Bed: Evapotranspiration:

Distance from private well: N/A

Distance from foundation: To tank: — To drainfield: —

Distance from property line: To tank 40' To drainfield: 30'

Depth of Trench: 2'1" Width of trench: 3'

Backfill material: lb: II: ✓ III:

Dimensions: 195' X 5' = 975' Sq. Ft.

Gravel: Natural: ✓ Crushed: Washed:

Amount: 21.6 yards, or Tons (per installation)

Pipe: Type: P.V.C. Brand (if known): Number of feet:

General conditions and Workmanship:

Solid Lines from house schedule 40 and have cleanout	☐ YES	☑ NO
T's installed in tank at least 25% of liquid level	☑ YES	☐ NO
Trench or bed bottom essentially level	☑ YES	☐ NO
Gravel generally consistent 12" depth throughout field	☑ YES	☐ NO
Perforated pipe generally level throughout field	☑ YES	☐ NO
Porous media uniform (.72-2.0 inches)	☑ YES	☐ NO
Inlet and outlet flow clearly marked	☑ YES	☐ NO
Port holes 12" in diameter	☑ YES	☐ NO
Are end caps provided if drainfield not looped	☐ YES	☐ NO
Septic tank sturdy/water-tight	☑ YES	☐ NO
Geo-textile fabric used for the permeable soil barrier	☑ YES	☐ NO
Manufacturer's name address & tank capacity clearly visible	☑ YES	☐ NO

Installer: E. Trevino **License No.:** 4729

Remarks:

Inspector: [signature] **Date:** 8/11/06

D.R. Lic. # 20596

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
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956-968-4734
956-973-7850

Precinct No.3 Substation
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Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: 1-9235

HIDALGO COUNTY
CERTIFICATE OF PLAT AND UTILITY STATUS
UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		
Date Approved:	/ /	/ /

Name: Omar Ochoa

Address: 711 Palos Altos st
Weslaco TX 78596

Phone: 956-376-6423

Water Supplier: NAWSC

Utility Provider: [ ]M.V.E.C. [ ] AEP

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Palos Rojos lot #54,

on _____, 20____, the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232,028(b):

Fill in "yes" or "no" in each blank

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7/21/05);

Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable; (verified by Gilbert Pecina);

No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by _____);

Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; (verified by _____);

Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023. (verified by _____);

_____
Planning Department Authorized Signature

_____
Hidalgo County Judge

_____
Date

ATTEST: _____
Hidalgo County Clerk

_____
Date

PLANNING DEPARTMENT

County of Hidalgo

Rev. 02-19-10

Main Office
1304 South 25th Street
Edinburg, Texas 78542
956-318-2840
956-318-2844

Precinct No.1 Substation
1902 Joe Stephens Ave.
Weslaco, TX 78596
956-968-4734
956-973-7850

Precinct No.3 Substation
2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Raul E. Sesin, P.E., CFM
Planning Administrator

Precinct (1) 2 3 4

Application No: I-9235

REQUEST FOR HIDALGO COUNTY CERTIFICATE OF PLAT AND UTILITY STATUS UNDER TEXAS LOCAL GOVT. CODE SECTION 232.028(b)

In my status and for the land indicated below, which is located outside of any municipality, I request that the Hidalgo County Commissioners Court make the determinations regarding plat and utility status described in Texas Local Government Code § 232.028(b) and issue a certificate of such determinations:

PARTY MAKING REQUEST:

Name: Omar Ochoa

Address: 711 Palos Altos st

Weslaco TX 78596

Phone: 956-376-6423

IDENTIFICATION OF LAND (e.g., lot and block number of recorded subdivision, designation on plat, address, description in deed, etc.):

Palos Rojos lot # 54

STATUS OF PERSON OR ENTITY MAKING REQUEST:

____ Subdivider
_✓_ Owner of lot in subdivision
____ Resident of lot in a subdivision
____ Entity that provides utility service

Omar Ochoa
Requesting Party (Signature)

8-3-12
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_✓_ Deed
____ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
_✓_ Other (describe) permit

This part to be filled out by receiving county official:

Location of land verified and completed request accepted by Hidalgo County for processing on:

8/8/12
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-9235
Aug. 2, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

P3108-00-000-0054-00

[1] OWNER: OMAR OCHOA
25085 S GEORGIA
WESLACO TX 78596

Telephone No. 376-6423

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: N AL

[4] PURPOSE OF APPLICATION: MOBILE HOMES
44-MOBILE HOMES

[5] SIZE OF STRUCTURE: 1,216 Sq. Ft.

[6] USE OF BUILDING: MOBILE HOME ZONE X

[7] LEGAL DESC./NAME OF SUBDIVISION
PALOS ROJOS LOT 54
X-44

LOCATION: 0 FM 88 & MILE 13 N.

[8] SEWAGE: EXIST

[9] CONSTRUCTION TYPE: META

[10] EST. COST OF CONST.: $11,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WITH ALL COUNTY SETBACKS & REG
FRONT 25' REAR 15' SIDES 6'
18" TOP OF CURB

Prepared by — Date: 8-2-12

Approved by — Date: 7-31-12

X _____ — Date: X 8-2-12
Signature of Owner or Applicant

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 C Pct: 1

Community No.: 480334

Certification of Elevation
Required: ____ YES ____ NO ____ BFE

A. Setbacks front, side & rear shall be in any deed restrictions.
B. No more than one single family residence per lot.
C. Applicant shall comply with all of the plat and/or deed restrictions and requirements affecting the lot.
D. Permit fee shall be doubled for construction commencing or structures moved in prior to obtaining a permit.
E. Applicant/owner states that no structures exist on this tract of land. If found in violation, permit may be revoked.

[NOTICE]

SEPARATE PERMITS ARE REQUIRED FOR SEPTIC TANKS. THIS PERMIT BECOMES NULL AND VOID IF WORK OR CONSTRUCTION AUTHORIZED IS NOT COMMENCED WITHIN 6 MONTHS. OR IF CONSTRUCTION OR WORK IS SUSPENDED OR ABANDONED FOR A PERIOD OF ONE YEAR AT ANYTIME AFTER WORK IS COMMENCED.

I HEREBY CERTIFY THAT I HAVE READ AND EXAMINED THIS APPLICATION AND KNOW THE SAME TO BE TRUE AND CORRECT. ALL PROVISIONS OF LAWS AND REGULATIONS GOVERNING THIS TYPE OF WORK WILL BE COMPLIED WITH WHETHER SPECIFIED HEREIN OR NOT. THE GRANTING OF A PERMIT DOES NOT PRESUME TO GIVE AUTHORITY TO OR CANCEL THE PROVISIONS OF ANY OTHER STATE OR LOCAL LAW REGULATING CONSTRUCTION OR THE PERFORMANCE OF CONSTRUCTION.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: Your social security number or your driver's license number.

Date: November 10, 2006

Grantor: Palo Rojo, Inc., a Texas Corporation
Grantor's Mailing Address:
2009 North Conway
Mission, Texas 78572

Grantee: Omar Ochoa

Grantee's Mailing Address (including county):
2508 S Georgia
Weslaco, Texas 78596
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Eighteen Thousand Five Hundred Dollars and No Cents ($18,500.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Robert Geissler, Trustee.

Property (including any improvements):

Lot(s) 54, Palos Rojos Subdivision, as shown by the map or plat thereof recorded in Volume 48, Pages 90-92, Map Records of Hidalgo County, Texas

Reservations from and Exceptions to Conveyance and Warranty:

1. A lien securing a promissory note (the "Prior Note"), dated September 30, 2004, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo County, Texas under Clerk's Document Number 1398655. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;
2. Visible and apparent easements on or across the subject property;
3. Rights of parties in possession;
4. Easements, rights-of-way, and prescriptive rights, whether of record or not;
5. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
6. Rights of adjoining owners in any walls and fences situated on a common boundary;
7. Any discrepancies, conflicts, or shortages an area or boundary lines;
8. Any encroachments or overlapping of improvements;
9. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
10. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
11. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;

12. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Palos Rojos Subdivision, as shown on the plat thereof, recorded in Volume 48, Pages 90-92, of the Map records of Hidalgo County, Texas; and
13. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom.

SAVE AND EXCEPT, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

If the Property is subject to an existing Lease for oil and gas, or oil, gas and other minerals, Grantor is entitled to receive the royalties and other benefits that are associated with the Property and payable under the Lease.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise.

By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein.

The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

When the context requires, singular nouns and pronouns include the plural.

Palo Rojo, Inc., a Texas Corporation

BY: _____
Norberto Salinas, President

(Acknowledgment)

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 10 day of November, 2006, by Norberto Salinas, President of Palo Rojo, Inc., a , a Texas Corporation on behalf of said , a Texas Corporation.

_____
Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Omar Ochoa
2508 S Georgia
Weslaco, Texas 78596
Hidalgo County, Texas

Software by ReMerge-It, LLC
(956) 630-9401
Sales@ReMerge-It.com

MARIBEL SALINAS
Notary Public, State of Texas
My Commission Expires
August 18, 2010

AI-33490 **5. A.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Sharyland Water Supply Corporation:
1. Road Crossing (Bore)- A 8" PVC waterline to be encased within a 12" PVC casing to be located approximately 30 ft. south of the intersection of Mayberry Rd and FM 676.

North Alamo Water Supply Corporation:
1. Buenos Aires Subdivision- Will be boring a 2" PVC casing for 3/4" PVC waterline, 1,000 feet south of Mile 12 North on the west side of Mile 1.5 West.

BACKGROUND

Attachments

sharylandnawsc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/02/2012 10:25 AM
Olga Garza	Olga Garza	08/09/2012 08:47 AM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Rebecca Gomez Started On: 07/31/2012 02:35 PM

Final Approval Date: 08/10/2012

REVISED JANUARY 2012

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 14th day of August, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

Sharyland Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 8 inch water/ gas/ sewer/ irrigation line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

- 1. Road Crossing (Bore): A 8" PVC waterline to be encased within a 12" PVC Casing to be located approximately 30 ft. south of the intersection of Mayberry Rd. and FM 676.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 8" pvc water line along the above described public road being conditioned that Permittee agrees that:

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

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

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

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

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

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 14th day of August, 2012 does by these presents GRANT, GIVE AND RELINQUISH TO:

The North Alamo Water Supply Corporation

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

- 1. Buenos Aires Subdivision- Will be boring a 2" PVC casing for ¾" PVC waterline, 1,000 feet south of Mile 12 North on the west side of Mile 1.5 West.

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

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

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

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

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

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

AI-33622 **6. A.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 Plan Hardship withdrawal requests for employees #028606, 115509 & 070602

BACKGROUND

Attachments

2

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 11:33 AM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Monica Badillo Started On: 08/08/2012

Final Approval Date: 08/10/2012

Aug 03 12 12:24p

[redacted]

Employee # 028606

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name ~~Hidalgo County Sheriff~~ 457 Plan

Participant Name [redacted]

Address [redacted] **City** [redacted]

Social Security No. [redacted] **Daytime Phon** [redacted]

SECTION I – Hardsh

I understand that this wi[redacted] to financial h[redacted] ount of the withdrawal is nece[redacted] avy financial need. I represent that I have obtained all distributions, other than [redacted] hip, and all other non-taxable loans currently available to me under the Plan, as [redacted] the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deducible medical expenses as provided by law.**

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(✓) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ all Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ all

Have you ever taken a hardship before? NO If so what was the amount taken $ _____

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [redacted] Date 8/3/2012

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents.
- ***S&A*** will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

CC 8/14/12

[redacted]

Employee # 115509

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan

Participant Nam [redacted]

Address 140[redacted] City [redacted] 8572

Social Security N [redacted] ytime [redacted] 7000

SECTION I – Har

I understand that thi[redacted] to fina[redacted] amount of the withdrawal is ne[redacted] eavy fir[redacted] btained all distributions, other th[redacted] ship, ar[redacted] vailable to me under the Plan, [redacted] the C[redacted] wal will be taxable as ordinary [redacted] eceive[redacted] ply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deductible medical expenses as provided by law.

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

( ) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
(X) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 5,000.00 Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $ 12,000.00

Have you ever taken a hardship before? Yes If so what was the amount taken $ 5000.00

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X Rafael Ortiz Jr. Date 8-6-12

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents.
- S&A will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

cc 8/14/12

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.
Plan Name 457 Plan Employer 070602

Participant Na [redacted]

Address 10[redacted]

Social Securit[redacted]

SECTION I -

I understand tha[redacted] to financi[redacted] the withdrawal [redacted] avy finan[redacted] distributions, oth[redacted] hip, and a[redacted] me under the P[redacted] the Comp[redacted] taxable as ordi[redacted] receive h[redacted] unless I am a[redacted] funds wi[redacted] expenses as provided by [redacted]

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

(✓) Medical expenses incurred by me, my spouse, or any of my dependants (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependants.
( ) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $ 700.00 Year-to-date deferrals 754.92

Total amount deferred since you initially joined the plan $ unk

Have you ever taken a hardship before? yes If so what was the amount taken $ 600.00

I hereby request a hardship withdrawal from my account. I read and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X Nadia Ramirez Date 8/9/12

SECTION II - Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X Date

SECTION III - Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents and policies.
- S&A will help facilitate the check as requested above.

Fax request to:
Simpkins & Associates
(972) 960-7133

AI-33658 **7. A.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

County Auditor's Office:
Requesting approval to pay membership dues to the Association of Certified Fraud Examiners (ACFE) in the amount of $150.00 (Requisition #) for Leticia Chavez, Compliance Supervisor, with the authority for the County Treasurer to issue a check after review, audit and processing procedures are completed by the County Auditor.

BACKGROUND

The Association of Certified Fraud Examiners' purpose is to reduce the incidence of fraud and white-collar crime and to assist the membership in fraud detection and deterrence (1) by providing bona fide qualifications for Certified Fraud Examiners through the administration of the CFE Examination; (2) by setting high standards for admission, including demonstrated competence through mandatory continuing professional education; (3) requiring Certified Fraud Examiners to adhere to a strict code of conduct and ethics; (4) by serving as the international representative for Certified Fraud Examiners to business, government, and academic institutions; and, (5) by providing leadership to inspire public confidence in the integrity, objectivity and professionalism of Certified Fraud Examiners.

Req# 220947

Attachments

acfe docs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/09/2012 02:18 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Maria Medina Started On: 08/09/2012 11:14 AM

Final Approval Date: 08/10/2012

Live Chat View Cart Welcome, Leticia Chavez | Log Out | My Account | Contact Us

Search

Norton SECURED powered by VeriSign

ABOUT SSL CERTIFICATES

Shopping Cart Contribution | View

Continue to Shop Checkout

Shopping Cart Items

	item	quantity	price	discount	tax	shipping	net-total	balance
X	Associate Package	1.0000	$150.00	$0.00	$0.00	$0.00	$150.00	$150.00

Donate to the Ritchie-Jennings Memorial Scholarship Program and support a university student in their journey to become an anti-fraud professional. Your donation is tax-deductible. Donate the amount of your choosing: $15 $25 $35

Discount: apply Discounts
Source Code: apply Applied:

converted total:
Members Save: $0.00

total: $150.00
balance: $150.00

Continue to Shop Checkout



We accept MasterCard, Visa, American Express, Diners Club, checks, and money orders. All ACFE products, services, and events are fully guaranteed. Please note course subject, dates, location, speaker and fees are subject to change.

ACFE Ordering Policies

© 2012 Association of Certified Fraud Examiners, Inc. All rights reserved.

ACFE ASSOCIATE MEMBER APPLICATION

Please invoice & email to: maria.medina@auditor.co.hidalgo.tx.us

I. QUALIFICATIONS FOR MEMBERSHIP

There are two categories of membership: Associate (non-certified) and Certified Fraud Examiner (CFE). This application is for Associate Membership only. After being approved as an Associate, you may complete a separate application to become a CFE if desired. The application fee is non-transferable and is non-refundable once approved. Annual membership dues include $20 for a one-year subscription to FRAUD MAGAZINE®.

ASSOCIATE MEMBERSHIP FEES (incomplete applications will not be processed)
■ Associate .....US $150*

*Application fee and membership dues rate as of 10/1/2010. All fees and dues are non-refundable. Rates subject to change.

II. PERSONAL

❑ Dr. ❑ Mr. ■ Mrs. ❑ Ms.

Name LETICIA CHAVEZ

Other Designations

Home Address

City State/Province

Zip/Postal Code Country

Home Telephone Home Fax

Home Email Address

III. EMPLOYMENT

Employer Hidalgo County Auditor's Office

Title Compliance Supervisor

Address 2808 S. Bus. Hwy. 281

City Edinburg State/Province Texas

Zip/Postal Code 78539-6243 Country USA

Business Telephone 956-318-2511 Business Fax 956-318-2577

Years Employed 7 yrs. 8 months

Business Email Address letty.chavez@auditor.co.hidalgo.tx.us

Website Address www.co.hidalgo.tx.us

Preferred Mailing Address: ❑ Home ■ Business Preferred Email Address: ❑ Home ■ Business

IV. CHARACTER

Have you ever been convicted of a felony or misdemeanor involving moral turpitude, including convictions expunged ("Moral turpitude" means an offense that calls into question the integrity or judgment of the offender, such as fraud, bribery, corruption, theft, embezzlement, solicitation, etc.)? ❑ **Yes** ■ **No** **If yes, please describe (attach written statement if necessary).**

V. CERTIFICATION

I certify that the above is true and correct to the best of my knowledge. Falsification of any information on this application is grounds for denial or revocation of membership. If this application is accepted, I agree to abide by the Bylaws and Code of Professional Ethics of the Association of Certified Fraud Examiners. Membership is a privilege and not a right. Qualifications are established by the Board of Regents, whose decisions are final. I consent to the storage of my personal data in the ACFE's offices in the United States, in its regional offices and by its local chapters.

Signature _____ **Date** 8/8/12

VI. SERVICES

❑ Subscribe me to the free *FraudInfo* e-newsletter filled with fraud news, tips and resources.
❑ Subscribe me to the *CFE Exam Coach* e-newsletter.
❑ I am interested in becoming a CFE. Please send me information.

■ I was referred by:
■ ACFE Member: Ray Eufracio, CPA or Local Chapter: San Antonio
❑ Other (please specify):

VII. PAYMENT (Payment must accompany application.)

Enroll me in Automatic Dues Renewal and discount my membership 10% (selection required):
❑ **Option 1:** Enroll in Automatic Dues (card billed automatically each year)
❑ **Option 2:** Do not enroll in Automatic Dues (charge my card for this charge only)

❑ Charge my (Check one. Card charged in US $):

Card Number

Card Expires (month/year) V-Code (on back / front of AMEX)

Cardholder Name (as shown on card, please print)

Billing Address

City State

Zip/Postal Code Country

Signature

❑ Check or Money Order enclosed. Make checks payable to: Association of Certified Fraud Examiners.
Check or Money Order number:

VIII. JOB AND INDUSTRY (please select one)

Job Function
❑ Fraud Examiner
❑ Fraud Investigator
❑ Private Investigator
❑ Special Agent
■ Internal Auditor
❑ External Auditor
❑ Forensic Accountant
❑ CPA, CA or equivalent
❑ Management Accountant
❑ Controller
❑ Other Accounting/Finance
❑ Governance, Risk and Compliance
❑ Corporate Management
❑ Loss Prevention
❑ IT Professional
❑ Security Professional
❑ Attorney/Legal Professional
❑ Educator
❑ Retired
❑ Other:

Industry
❑ Education
❑ Financial Institutions
■ Government
❑ Healthcare
❑ Insurance
❑ Law Enforcement
❑ Law/Legal Services
❑ Management Consultants
❑ Manufacturing
❑ Public/Chartered Accounting
❑ Real Estate
❑ Services
❑ Non-Profit
❑ Other:

Interests (select all that apply)
■ Money Laundering (or AML)
■ Fraud Examination / Investigation
❑ Loss Prevention
■ Legal Elements of Fraud
❑ Insurance Fraud
❑ Computer or Technology-based Crime
❑ Issues Related to Sarbanes-Oxley
❑ Risk Management
❑ Healthcare Fraud
■ Ethics
❑ Mortgage Fraud
❑ Fraud Auditing and Forensic Accounting
❑ Non-Profit Fraud
❑ Corporate Security
❑ Practice Management/Building your Fraud Examination Practice
❑ International Investigations and Global Issues
❑ Identity Theft
❑ Financial Institution Fraud
❑ Interview Skills/Techniques
❑ Tax Fraud
■ Fraud Prevention
❑ Digital Forensics/Electronic Evidence
■ Internal Controls
❑ Construction Fraud
■ Governance, Risk and Compliance
❑ Contract and Procurement Fraud
■ Government/Law Enforcement
❑ Fraud Hotlines
❑ Other:

FOR OFFICE USE ONLY

IX. MAIL OR FAX COMPLETED FORM TO

ATTN: Membership Admissions • ACFE • World Headquarters • The Gregor Building
716 West Ave • Austin, TX 78701-2727 USA • Fax: +1 (512) 478-9297

X. LOCAL CHAPTERS

Members of the Association of Certified Fraud Examiners are strongly encouraged to take advantage of the many networking and training opportunities available to them by participating in their local ACFE chapters (currently there are more than 125 worldwide). Local chapter membership is not a requirement for ACFE members; however, members of local chapters are required to be members of the ACFE. To find your local chapter, see ACFE.com/Chapters.

TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES

THE STATE OF TEXAS
COUNTY OF HIDALGO

I, LETICIA CHAVEZ, do hereby state that my membership in the ASSOCIATION OF CERTIFIED FRAUD EXAMINERS (ACFE) on behalf of Hidalgo County and dues to be paid by Hidalgo County is necessary in the performance of my duties as an official employee of Hidalgo County. I further state to the best of my knowledge and belief the following:

1. My participation in the association or organization is for the betterment of County Government and the benefit of me as a County official or employee;
2. The association or organization is not affiliated with a labor organization;
3. Neither the association or organization nor an employee of the association or organization directly or indirectly influences or attempts to influence the outcome of any legislation pending before the legislature.
4. The association or organization may provide information for a member of the legislature to appear before a legislative committee at the request of the committee or member of the legislature to provide information related to County Government, but not to attempt to influence legislation; and
5. Neither the association nor organization directly or indirectly contributes any money, services, or other valuable thing to a political campaign or endorses a candidate or group of candidates for public office.

SIGNATURE: _____ DATE: 8/9/12

TITLE: COMPLIANCE SUPERVISOR

Before me MARIA D. MEDINA, a Notary Public, appeared LETICIA CHAVEZ, and on her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(S E A L)

MARIA D. MEDINA
Notary Public
STATE OF TEXAS
My Comm. Exp. 03-11-2013

Maria D. Medina
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT:	LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES:	LGC § 89.002

AI-33491 **8. A.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Eric/Irene Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of two (2) applicants in the Countywide area, one (1) in the City of Elsa and one (1) in the City of San Juan under the HOME Owner-Occupied Housing Rehabilitation Program.

BACKGROUND

The following families are being recommended for approval to receive assistance under the HOME Homeowner Occupied Housing Rehabilitation Program:

APPLICANT	CASE NUMBER	CITY	FUNDING YEAR	LOCATION OF PROPERTY
Josefa L. Capetillo Deferred Loan - Elderly Reconstruction	CW #85-11-06	CountywidePrecinct # 4	HOME 2011	Lot 9, TRIPLE C Subdivision, Hidalgo County, Texas
Eujenia VallejoDeferred Loan - ElderlyReconstruction	EL #25-11-01	Elsa Precinct # 1	HOME 2011	Lot 71, Valle Vista Subdivision an addition to the City of Elsa, Hidalgo County , Texas
Maria Flora ContrereasDeferred Loan - Elderly Reconstruction	SJ #75 -11-01	San Juan Precinct # 2	HOME 2011	Lot 29, Hazel Subdivision, City of San Juan, Hidalgo County, Texas
Santos VillarrealDeferred Loan - Elderly Reconstruction	CW #85-11-07	CountywidePrecinct #1	HOME 2011	Lot 6, Block 79, Hargill Townsite , Hidalgo County, Texas.

Attachments

Applicant Maria Contreras

Applicant Eugenia Vallejo

Applicant Josefa Capetillo

Applicant Santos Villarreal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	07/31/2012 04:50 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Mary Flores Started On: 07/31/2012 03:02 PM

Final Approval Date: 08/10/2012

Housing Rehab Program

ENTITY: City of San Juan

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2011

SYNOPSIS:

The family is recommended for applicant approval under the HOME Homeowner Occupied Housing Rehabilitation Program. The applicant has met all program requirements for assistance under the Housing Rehabilitation Program as an emergency case. Determination as an emergency case is due to catastrophic loss – home burn. The following is a profile of the family.

Maria F. Contreras
SJ 75-11-01

Family of one (1)
Applicant's age is 86

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 8,328.00
HUD Income Limits (family of 1):	$ 27,650.00

Existing Dwelling: 3 bedrooms frame home, built in 1960.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: City of Elsa

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2011

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since June 2009, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project

Eujenia Vallejo
EL 25-11-01

Family of one (1)
Applicant's age is 74

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 8,625.60
HUD Income Limits (family of 1):	$ 27,650.00

Existing Dwelling: 2 bedrooms frame home, built in 1976.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the HOME Owner-Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2011

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since July 2008, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project:

Josefa Capetillo
CW #85-11-06

Family of one (1)	
Applicant's age is 86	
Title Search:	No Abstract & Liens
Flood Zone:	No – Zone X
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan- Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 8,328.00
HUD Income Limits (family of 1):	$ 27,650.00

Existing Dwelling: 1 bedrooms frame home, built in 1962

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

Housing Rehab Program

ENTITY: Countywide

PROJECT: Approval for Assistance under the HOME Homeowner Occupied Housing Rehabilitation Program.

FUNDING YEAR: HOME 2011

SYNOPSIS:

The family is being recommended for applicant approval under the Home Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since May 2011, and has met all of the program requirements for assistance under the HOME Owner-Occupied Rehabilitation Program. The following is a profile of the project

Santos Villarreal
CW #85-11-07

Family of one (1)
Applicant's age is 78

Title Search:	No Abstract & Liens
Flood Zone:	No – Zone C
Insurance:	N/A
Structures:	1
Taxes:	current
Assets & Deposits:	N/A
Debt to Income Ratio:	N/A
Pay Back:	No - Deferred Loan - Elderly
Number of Bedrooms:	2
Square Feet:	864
Total annual household income:	$ 8,376.00
HUD Income Limits (family of 1):	$ 27,650.00

Existing Dwelling: 2 bedrooms frame home, built in 1969.

RECOMMENDATION:

The HOME Staff recommends approval for assistance under the Housing Rehabilitation Program by the County Commissioner's Court.

AI-33500 **8. B.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Mary Flores Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Requesting approval to pay the Pharr Police Department for Burglary/Robbery Alarms permit in the amount of Thirty Dollars ($30.00) for Hidalgo County Urban County Program.

BACKGROUND

Need to comply with the City of Pharr Ordinance (#0-83-28) regarding alarms.

Attachments

Pharr PD Permit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/01/2012 08:11 AM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Mary Flores Started On: 07/31/2012 04:24 PM

Final Approval Date: 08/10/2012

CITY OF PHARR

POLICE DEPARTMENT

ALARM NOTICE
(956) 787-8546

older: URBAN COUNTY PROGRAM
1916 N TESORO ST
PHARR, TX 78577

Current Date: 07/15/2012
Permit #: 000000002471
Expiration:

APPLICATION BURGLARY/ROBBERY ALARM PERMIT

THIS APPLICATION IS FOR THE RENEWAL OF YOUR ALARM PERMIT. A FEE OF $30.00 MUST BE RETURNED ITH THIS FORM TO THE PHARR POLICE DEPARTMENT, 1900 S. CAGE, PHARR TEXAS 78577. IF YOU NO LONGER AVE AN ALARM SYSTEM, PLEASE CALL (956)787-8546, **MARISOL FUENTES**, SO THAT OUR RECORDS CAN BE ORRECTED. FAILURE TO COMPLY WILL RESULT IN THE FILING OF A COMPLAINT FOR VIOLATION OF THIS CITY RDINANCE IN THE MUNICIPAL COURT WHERE YOU MAY BE FINED UP TO $500.00.

REET ADDRESS WHERE ALARM IS LOCATED: _____
AILING ADDRESS IF DIFFERENT: _____
IONE NUMBER AT THE SITE: _____
PE OF ALARM: _____
ARM COMPANY: _____ PHONE: _____
AILING ADDRESS: _____

IERGENCY NOTIFICATION: List the names, addresses, telephone numbers of three (3) people to be contacted in case of emergency at the above location, in order that they are to be contacted:

ME	ADDRESS	PHONE
_____	_____	_____
_____	_____	_____
_____	_____	_____

EASE PLACE YOUR INITIALS AFTER EACH OF THE FOLLOWING:

_____ DOES CLIENT UNDERSTAND WE WILL NOT BE LIABLE FOR MALFUNCTIONS OF ANY EQUIPMENT (I.E. CUSTOMER OWNED ALARM COMPANY OWNED EQUIPMENT, RENTED EQUIPMENT, TELEPHONE LINES, POLICE DEPARTMENT LINES AND EQUIPMENT OR ANY OTHER EQUIPMENT) USED FOR DETECTION AND SIGNALING OF AN ALRM?

_____ DOES CLIENT UNDERSTAND THAT MORE THAN THREE (3) FALSE ALARMS WILL BE SUBJECT TO A FALSE ALARM RESPONSE FEE AS SET BELOW:

- 4TH FALSE ALARM - $50.00
- 5TH FALSE ALARM - $75.00
- 6TH FALSE ALARM - $100.00
- 7TH FALSE ALARM – REMOVAL OF SERVICE

_____ DOES THE CLIENT UNDERSTAND THAT THEY ARE RESPONSIBLE FOR UPDATES OF ALL LISTING OF NAMES AND NUMBERS:

URE TO COMPLY WITH ALL OF THE ABOVE WILL RESULT IN CANCELATION OF ALL ALARM SERVICES.

NED BY: _____ TITLE: _____

POLICE USE ONLY

INS.
SONNEL _____ DATE: _____

PAID: _____ DATE PAID: _____ RECEIPT#: _____

AI-33574 **9. A.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Insured (2202) Workers' Comp.
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management in the amount of $ 36,570.58 for the period of 07/16-31/2012 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice
By Organization
Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/06/2012 02:39 PM
Olga Garza	Olga Garza	08/09/2012 01:32 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Flora Vazquez Started On: 08/02/2012 05:00 PM

Final Approval Date: 08/10/2012

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

August 1, 2012

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 89760

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that attached billings for losses paid 7/16-7/31/12 (Check#511077-511208) are in accordance with our contract with Hidalgo County Exhibit A, dated July 1st	36,570.58
TOTAL CURRENT CHARGES	$ 36,570.58
Previous Balance Due	$ 59,524.77

Payments and Credits

07/30/12	Payment received - thank you	59,524.77CR
	Total Payments and Credits	$ 59,524.77CR
	Total Balance Due	$ 36,570.58

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 7/16-7/31/12

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	62				11,247.67
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	175				25,322.91
					Grand Total:	237				36,570.58

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: July 16-31, 2012 .

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 36,570.58 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

Losses Paid for Period: 07/16-31/2012

(Check# 511077-511208)

1). Hidalgo County	$ 25,322.91	
2). Hidalgo County Headstart Program	$ 11,247.67	
3). Community Service Agency		
4). Drainage District #1	$ -	$ 36,570.58

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of August 14, 2012 .

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank
(estimate) $ 113,429.42

I hereby approve this reimbursement and certify that I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure that:

* All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
* All fees to vendors are appropriate for the type of service provided.
* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Dora Vazquez — 08/02/2012
Employee Benefits Director — Date

[signature] — 08/03/2012
Budget Officer — Date

APPROVED BY COMMISSIONERS' COURT
ON: _____
Commissioner's Court Approval — Date

AI-33472 **9. B.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Sergio Cruz Submitted By: Angelica Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $874,529.13 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 07/21/12 to 08/03/12.

07/21-27/12	$366,205.90
07/28-31/12	$260,815.70
08/01-03/12	$247,507.53
TOTAL	$874,529.13

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 7/21-27/12
BCBS 7/28-31/12
BCBS 8/1-3/12
Invoices
Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/08/2012 11:33 AM
Olga Garza	Olga Garza	08/10/2012 02:07 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Angelica Tapia Started On: 07/30/2012

Final Approval Date: 08/10/2012

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **07/21/2012 to 07/27/2012**

SECTION		
0001-0011	HIDALGO COUNTY	$ 237,106.68
0002-0012	HEAD START	$ 69,996.91
0003-0013	APPRAISAL DISTRICT	$ 8,903.48
0004-0014	COMMUNITY SERVICE AGENCY	$ 9,584.73
0005-0015	DRAINAGE DISTRICT NO.1	$ 6,799.03
0006-0016	RETIREES	$ 4,493.18
9001-9002	COBRA	$ 29,321.89
	STOP LOSS	$ -
	TOTAL	$ 366,205.90

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **07/28/2012 to 07/31/2012**

SECTION			
0001-0011	HIDALGO COUNTY	$	173,884.46
0002-0012	HEAD START	$	34,241.32
0003-0013	APPRAISAL DISTRICT	$	19,874.07
0004-0014	COMMUNITY SERVICE AGENCY	$	818.83
0005-0015	DRAINAGE DISTRICT NO.1	$	30,417.66
0006-0016	RETIREES	$	1,439.10
9001-9002	COBRA	$	140.26
	STOP LOSS	$	-
	TOTAL	$	260,815.70

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **08/01/2012 to 08/03/2012**

SECTION			
0001-0011	HIDALGO COUNTY	$	177,511.51
0002-0012	HEAD START	$	36,422.90
0003-0013	APPRAISAL DISTRICT	$	4,163.12
0004-0014	COMMUNITY SERVICE AGENCY	$	2,356.82
0005-0015	DRAINAGE DISTRICT NO.1	$	8,629.02
0006-0016	RETIREES	$	15,343.14
9001-9002	COBRA	$	3,081.02
	STOP LOSS	$	-
	TOTAL	$	247,507.53

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 07/21/2012 - 07/27/2012 Process Date: 07/27/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 07/21/2012 - 07/27/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$981,744.57	$237,106.68	$52,372.81	$0.00	$184,733.87	2,356
TX433	01	002	HEAD START	$252,350.69	$69,996.91	$12,468.87	$0.00	$57,528.04	813
TX433	01	003	APPRAISAL DISTRICT	$26,074.93	$8,903.48	$5,007.29	$0.00	$3,896.19	52
TX433	01	004	COMMUNITY SERVICE	$17,844.51	$9,584.73	$5,054.72	$0.00	$4,530.01	56
TX433	01	005	DRAINAGE DISTRICT	$30,863.42	$6,799.03	$2,001.73	$0.00	$4,797.30	138
TX433	01	006	RETIREES	$54,847.99	$4,493.18	$2,946.74	$0.00	$1,546.44	95
TX433	01	007	COBRA	$121,550.26	$29,321.89	($17.92)	$0.00	$29,339.81	24
			STOPLOSS	($2,906.44)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,485,276.37	$366,205.90	$79,834.24	$0.00	$286,371.66	3,534
			STOPLOSS Total	($2,906.44)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,482,369.93	$366,205.90	$79,834.24	$0.00	$286,371.66	3,534

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 07/28/2012 - 08/03/2012 Process Date: 08/03/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 07/28/2012 - 07/31/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$1,155,629.03	$173,884.46	$0.00	$0.00	$173,884.46	832
TX433	01	002	HEAD START	$286,592.01	$34,241.32	$0.00	$0.00	$34,241.32	258
TX433	01	003	APPRAISAL DISTRICT	$45,949.00	$19,874.07	$0.00	$0.00	$19,874.07	29
TX433	01	004	COMMUNITY SERVICE	$18,663.34	$818.83	$0.00	$0.00	$818.83	5
TX433	01	005	DRAINAGE DISTRICT	$61,281.08	$30,417.66	$0.00	$0.00	$30,417.66	38
TX433	01	006	RETIREES	$56,287.09	$1,439.10	$0.00	$0.00	$1,439.10	28
TX433	01	007	COBRA	$121,690.52	$140.26	$0.00	$0.00	$140.26	3
			STOPLOSS	($2,906.44)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$1,746,092.07	$260,815.70	$0.00	$0.00	$260,815.70	1,193
			STOPLOSS Total	($2,906.44)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$1,743,185.63	$260,815.70	$0.00	$0.00	$260,815.70	1,193

Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 07/28/2012 - 08/03/2012 Process Date: 08/03/2012

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 08/01/2012 - 08/03/2012

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$177,511.51	$177,511.51	$39,385.39	$0.00	$138,126.12	1,503
TX433	01	002	HEAD START	$36,422.90	$36,422.90	$6,125.61	$0.00	$30,297.29	274
TX433	01	003	APPRAISAL DISTRICT	$4,163.12	$4,163.12	$3,458.45	$0.00	$704.67	49
TX433	01	004	COMMUNITY SERVICE	$2,356.82	$2,356.82	$1,241.79	$0.00	$1,115.03	54
TX433	01	005	DRAINAGE DISTRICT	$8,629.02	$8,629.02	$758.19	$0.00	$7,870.83	110
TX433	01	006	RETIREES	$15,343.14	$15,343.14	$3,398.75	$0.00	$11,944.39	93
TX433	01	007	COBRA	$3,081.02	$3,081.02	$113.70	$0.00	$2,967.32	25
			Customer Total Claims	$247,507.53	$247,507.53	$54,481.88	$0.00	$193,025.65	2,108
			Customer Grand Total	$247,507.53	$247,507.53	$54,481.88	$0.00	$193,025.65	2,108

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF **July 21, 2012 thru August 03, 2012**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$874,529.13**.

1). Hidalgo County
2). Hidalgo County Head Start Program
3). Hidalgo County Appraisal District
4). Hidalgo County Community Service Agency
5). Hidalgo County Drainage District No.1
6). Hidalgo County Retirees
7). Hidalgo County COBRA

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 07/21/2012 to 08/03/2012 is $874,529.13.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of August 14, 2012.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees/participants of Hidalgo County, Hidalgo County Head Start Program, Hidalgo County Appraisal District, Hidalgo County Community Service Agency, Hidalgo County Drainage District No.1, Hidalgo County Retirees and Hidalgo County COBRA.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were deposited to the Hidalgo County Treasurer's Office and credited to the corresponding revenue account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.

Employee Benefits Director — Date: 8/7/2012

Dept. of Budget & Management Budget Officer — Date: 8/7/2012

Commissioner's Court Approval — Date

AI-33519 **10. A.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Planning Dept.:

Authorization to deactivate wireless device service through the County's membership/participation with CONTRACT: DIR-SDD-1779 with awarded vendor VERIZON WIRELESS for the following:

Description:	Employee Name:	Employee ID:	MDN:
Cell Phone	Rodolfo Rios	154385	956-648-7923

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

No budgetary impact. (Deleting service)

Attachments

Request Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	08/01/2012 01:17 PM
Olga Garza	Olga Garza	08/01/2012 01:41 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Griselda Salazar Started On: 08/01/2012 11:24 AM

Final Approval Date: 08/10/2012

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

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

COUNTY OWNED WIRELESS DEVICE (956) 648-7923 (VERIZON)

Office Use / Employee: Rodolfo (Rudy) Rios Employee ID# 154385 Signature: Rodolfo Rios

Department: Planning Dept#: 210

Quantity: 1

Service: $56.69/mo (x) 5 months = $283.45 Account: 2-1100-419-10-210-001-0- 532

Service: $ 5.00/mo (x) 5 months = $ 25.00 Account: 2-1100-419-10-210-001-0- 532 ~~419~~/664

Requisition Total: $308.45 Requisition Number: 208092/P.O. 675566

STIPEND

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

Department:_____ Dept#:_____

Quantity:_____

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

Total:_____

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

Signature | Tomas T. Arredondo (Print Name) | 7-27-12 (Date)

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

Signature | Valdo Guerra (Print Name) | 7/30/12 (Date)

(4) IT DEPARTMENT ONLY:

Service Type Codes: deactivate 956-648-7923

Commissioner's Court Action: Commissioner's Court Date: 8/14/12

☐ Approved Date: _____ ☐ Disapproved

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

Revised 03/09/2011

AI-33572 **11. A.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Agapito Vargas Submitted By: Marcie Jackson, COLONIA ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of Change Order No. 1 with contractor Asago LLC dba Asago Construction for Pentecostal Subdivision, Pct. No. 2 with quantitative adjustments resulting in an increase of $7,481.20 as submitted through project engineer R. Gutierrez Engineering Corporation-(C-CAP-12-047-03-27).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2 ACCT. #: 2-1312-431-00-122-557-1-731/733

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

BUDGETARY IMPACT:

P.O.676133

New Contract amount will be $186,575.60

Attachments

Change Order No.1 Pentecostal Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	08/02/2012 04:11 PM
Purchasing Department	Marty Salazar	08/09/2012 03:25 PM
Budget & Management	Merlen P. Munoz	08/09/2012 03:49 PM
Roland Garcia	Rolando Garcia	08/10/2012 08:33 AM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Marcie Jackson Started On: 08/02/2012 03:34 PM

Final Approval Date: 08/10/2012

CHANGE ORDER NUMBER ONE (1)

PROJECT: Pentecostal Subdivisioin

DATE OF ISSUANCE: July 31, 2012 **EFFECTIVE DATE:** July 31, 2012

OWNER: Hidalgo County
OWNER's Contract No. C-CAP-12-047-03-27

CONTRACTOR: Asago Construction
2113 Pecos Street
Mission, TX 78573

ENGINEER: R. Gutierrez Engineering Corporation
130 E. Park Ave.
Pharr, TX 78577

You are directed to make the following changes in the Contract Documents.

Description:

1. Add 29 LF Concrete Valley Gutter
2. Add 137 SY Cut & Restore Asphalt Pavement
3. Add 92 SY Cut & Restore Caliche Drive
4. Add 46 LF RCP Class III 18"
5. Add 2 LF 10" PVC
6. Reduce Concrete Rip Rap by 0.4 CY
7. Add 21 SY for Driveways (Ty PRB-1)
8. Reduce Safety End Treatments (18")(6:1) to 22 ea.
9. Add Safety End Treatments (12")(6:1)

Reason for Change Order:

1. Item not in original bid items
2. Item not in original bid items
3. Item not in original bid items
4. Existing driveway changed from 28' to 72' and other RCP not in original bid items
5. Quantity not in original bid item
6. Quantities to match plan quantities
7. New driveway not in original plans
8. S.E.T. in field is 12" - 6:1
9. S.E.T. in field is 12" - 6:1

Attachments:

Change in Contract Price:		**CHANGE IN CONTRACT TIME:**
Original Contract Price $ 179,094.10		Original Contract Time for Substantial Completion: 75 calendar days or dates
Net Changes from previous Change Orders $ 0.00		Net change from previous Change Orders 0 calendar days
Contract Price prior to this Change Order $ 179,094.10		Contract Time prior to this Change Order Substantial Completion: 75 calendar days or dates
Net Increase (decrease) of this Change Order $ 7,481.50		Net Increase (decrease) of this Change Order 0 calendar days
Contract Price with all approved Change Orders $ 186,575.60	Net % increase (decrease) from original contract price. 4.20 %	Contract Time with all approved Change Orders Substantial Completion: 75 calendar days or dates

RECOMMENDED:
By: Ramon Gutierrez, P.E.
Engineer (Authorized Signature)
Date: 7-17-12

APPROVED:
By: _____
Owner (Authorized Signature)
Date: _____

ACCEPTED:
By: _____
Contractor (Authorized Signature)
Date: 7/17/2012

CHANGE ORDER NO. 1 TABULATION
HIDALGO COUNTY PRECINCT NO. 2
PENTECOSTAL SUBDIVISION
CONTRACT NUMBER:C-CAP-12-047-03-20

Item Number	Original Plan Quantity	Change Order #1 Quantities	Unit	Item Description	Unit Price	Original Contract Cost	Change in Contract Cost of C.O.#1	Revised Contract Cost after C.O.#1
	ROADWAY							
110	1898.00	1,898.00	CY	Excavation (Roadway)	$4.00	$ 7,592.00	0.00	7,592.00
132	8.00	8.00	CY	Embankment (Rdwy)(Dens. Cont.)(Ty C)	$10.00	$ 80.00	0.00	80.00
247	920.00	920.00	CY	Flexible Base (Compl in Place)(Ty E)(Gr 4)(8")	$25.00	$ 23,000.00	0.00	23,000.00
260	4104.00	4,104.00	SY	Lime Treated Base (8")	$1.00	$ 4,104.00	0.00	4,104.00
260	14.10	14.10	TON	Lime (TY A or B)	$200.00	$ 2,820.00	0.00	2,820.00
310	728.80	728.80	GAL	Prime Coat (MC-30)	$7.00	$ 5,101.60	0.00	5,101.60
340	3644.00	3,644.00	SY	Asph. Conc. Pav TY "D" (1 1/2")	$6.00	$ 21,864.00	0.00	21,864.00
400		137.00	SY	Cut & Restore Pavement	$25.00	$ -	3,425.00	3,425.00
502	2.00	2.00	MO	Barricades, Signs & Traffic Handling	$500.00	$ 1,000.00	0.00	1,000.00
506	84.00	84.00	SY	Construction Exits (Ty II)(Install)	$3.00	$ 252.00	0.00	252.00
506	84.00	84.00	SY	Construction Exits (Ty II)(Remove)	$1.00	$ 84.00	0.00	84.00
644	1.00	1.00	EA	Small Roadside Sign Assemblies (Ty A)	$400.00	$ 400.00	0.00	400.00
				Total Roadway :		**$ 66,297.60**	**$ 3,425.00**	**$ 69,722.60**
	DRAINAGE							
110	1,904.00	1,904.00	CY	Excavation (Drain Ditch and Detention Pond)	$ 4.00	$ 7,616.00	0.00	7,616.00
164	1,017.00	-1,017.00	SY	Cell Fiber Seeding (Temp)(Warm)	$ 0.25	$ 254.25	(254.25)	0.00
164	1,017.00	-1,017.00	SY	Cell Fiber Seeding (Temp)(Cool)	$ 0.25	$ 254.25	(254.25)	0.00
164	2,034.00	2,034.00	SY	Cell Fiber Seeding (Perm)(Urban)(Clay)	$ 0.50	$ 1,017.00	0.00	1,017.00
402	172.00	172.00	LF	Trench Excavation Protection	$ 1.00	$ 172.00	0.00	172.00
432	21.90	21.50	CY	Concrete Riprap (CL C)	$ 250.00	$ 5,475.00	(100.00)	5,375.00
464	1,028.00	1,074.00	LF	18" RCP (CL III)	$ 30.00	$ 30,840.00	1,380.00	32,220.00
465	2.00	2.00	EA	Inlet (Ty C)	$ 2,000.00	$ 4,000.00	0.00	4,000.00
465	1.00	1.00	EA	Manholl (Ty M)	$ 3,000.00	$ 3,000.00	0.00	3,000.00
467	23.00	22.00	EA	Safety End Treatments (18")(6:1)	$ 800.00	$ 18,400.00	(800.00)	17,600.00
467	4.00	4.00	EA	Safety End Treatments (18")(3:1)	$ 700.00	$ 2,800.00		2,800.00
481	30.00	32.00	LF	PVC Pipe (10")	$ 25.00	$ 750.00	50.00	800.00
481	32.00	32.00	LF	PVC Pipe (12")	$ 30.00	$ 960.00		960.00
506	538.00	538.00	LF	Temp Sedmt Control Fence	$ 1.00	$ 538.00		538.00
529	2,050.00	2,050.00	LF	Concrete Curb & Gutter (Ty A)(Barrier)	$ 7.00	$ 14,350.00		14,350.00
530	179.00	200.00	SY	Driveways (Ty PRB-1)	$ 30.00	$ 5,370.00	630.00	6,000.00
530	14.00	14.00	SY	Driveways (CONCRETE)	$ 50.00	$ 700.00		700.00
550	665.00	665.00	LF	Chainlink Fence (6-ft)	$ 20.00	$ 13,300.00		13,300.00
560	2.00	2.00	EA	Mailboxes (Multiple)	$ 500.00	$ 1,000.00		1,000.00
4001	1.00	1.00	EA	Tideflex Valve	$ 2,000.00	$ 2,000.00		2,000.00
529		29.00	LF	Concrete Valley Gutter	$ 65.00	$ -	1,885.00	1,885.00
400		92.00	SY	Cut & Restore Caliche Drive	$ 10.00	$ -	920.00	920.00
467		1.00	EA	Safety End Treatments (12")(6:1)	$ 600.00	$ -	600.00	600.00
				Total Drainage :		$ 112,796.50	$ 4,056.50	$ 116,853.00
				TOTAL BASE AMOUNTS:		$ 179,094.10	$ 7,481.50	$ 186,575.60

AI-33558 **11. B.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice #11324207 in the amount of $6,982.68, from L&G Consulting Engineers, Inc. contracted engineer for "On Call Services for MPO and HCRMA Representation"-contract #C-11-054-04-12.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-429-30-125-014-0-334

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

BUDGETARY IMPACT:

Funds available through PO# 658778 in the amount of $146,636.28 as of 8/10/12 for L&G Consulting Engineers, Inc.

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/09/2012 03:24 PM
Budget & Management	Merlen P. Munoz	08/09/2012 03:48 PM
Erika Zamora	Erika Zamora	08/10/2012 03:59 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Rocio Villarreal Started On: 08/01/2012 05:07 PM

Final Approval Date: 08/10/2012

L&G Engineering
Transportation Consultants

August 1, 2012

Hidalgo County
Budget Office
Attn: Sergio Cruz
2818 S. Bus. Hwy 281
Edinburg, TX 78539

RE: PROGRESS REPORT
On-call Services for the HCMPO and HCRMA and Traffic Studies –
Work Authorization No. 1 Contract #C-11-054-04-12

Dear Judge Garcia and County Commissioners,

Attached is our invoice for the month of July 2012. This invoice covers the basic fee associated for attending Hidalgo County Metropolitan Planning Organization (HCMPO) technical and policy meetings, and the Hidalgo County Regional Mobility Authority (HCRMA) meeting.

The following tasks were accomplished this month.

- July 2012 – Jacinto Garza P.E. and Anthony Garza reviewed the HCMPO TAC agenda and packet. Anthony Garza attended the meeting(s) and the sign in sheet is attached

- July 2012 – Jacinto Garza P.E. and Anthony Garza reviewed the HCMPO Policy Committee agenda and packet, provided recommendations and information to Commissioners Court. Anthony Garza attended the meeting and the sign in sheet is attached.

- July 18, 2012 – Jacinto Garza P.E. and Anthony Garza reviewed the HCRMA meeting agenda and attended the meeting. The sign in sheet are attached.

Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 565-9813.

Sincerely,

Jacinto Garza, P.E.
CEO / President

Attachments

HIDALGO COUNTY BUDGET OFFICE
PM 2 32

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-9813 • Fax (956) 565-9018
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 585-1909 • Fax (956) 585-1927

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

INVOICE #: 11324207
INVOICE DATE: 07/31/12

BILL TO:
Hidalgo County
100 E. Cano
Edinburg, TX 78539

JOB: 110101
HCMPO - On Call Eng Services
Contract#C-11-054-04-12
2818 S. Bus Hwy 281
Edinburg, TX 78539

PO#658778

HCMPO POLICY MTG			
July 2012	1.00	2327.560	2,327.56
HCMPO POLICY MTG TOTAL:			2,327.56
HCMPO TECH MEETING			
July 2012	1.00	2327.560	2,327.56
HCMPO TECH MEETING TOTAL:			2,327.56
HCRMA STATUS & PROG			
July 2012	1.00	2327.560	2,327.56
HCRMA STATUS & PROG TOTAL:			2,327.56
TOTAL			6,982.68

Project Manager's Signature

AGENDA

Hidalgo County Metropolitan Planning Organization
Technical Advisory Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
Weslaco, TX.
Tuesday, July 3, 2012
@ 1:30 P.M.

1)	Roll Call		Chairman
2)	Approval of Minutes of: ➢ May 8, 2012	(ACTION ITEM)	MPO Staff
3)	Cost Over-Run Project(s) (If Needed)	(ACTION ITEM)	TxDOT
4)	Discussion and Approval of JARC Application	(ACTION ITEM)	MPO Staff
5)	Discussion and Approval of FY2012-13 UPWP Amendment #1	(ACTION ITEM)	MPO Staff
6)	Discussion of HCMPO Staff Travel to AMPO Conference	(DISCUSSION ITEM)	MPO Staff
7)	Discussion of "No Truck in Left Lane" Resolution	(DISCUSSION ITEM)	MPO Staff
8)	Discussion of Thoroughfare Plan	(DISCUSSION ITEM)	MPO Staff
9)	Discussion of Edinburg Down Town Study	(DISCUSSION ITEM)	MPO Staff
10)	Discussion of Transportation Re-Authorization	(DISCUSSION ITEM)	MPO Staff
11)	Discussion of Bike Plan	(DISCUSSION ITEM)	MPO Staff
12)	Monthly Letting Update	(DISCUSSION ITEM)	TxDOT
13)	Staff Report	(UPDATE / DISCUSSION / ACTION ITEM)	MPO Staff

A. Calendar: August & September 2012
B. Legislative / RTAP Update
C. HCMPO Budget Report
D. HCMPO Project Update

14)	HCRMA Update	(UPDATE)	HCRMA
15)	Valley Metro	(UPDATE)	VALLEY METRO
16)	Metro	(UPDATE)	METRO
17)	Hidalgo County Commuter Rail District	(UPDATE)	HCCRD
18)	Old or New Business	(UPDATE / DISCUSSION / ACTION ITEM)	Chairman
19)	Adjournment		

Hidalgo County MPO

Transportation Policy Committee Meeting

July 19, 2012

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Antony Garza	L+G			
2.	Ricardo Garcia	City of Mercedes	565-3251		rgarcia@cityofmercedes.net
3.	Oscar Cuellar	Penitas	581-3345	581-3346	OScarpenitas@yahoo.com
4.	Aidan James	Pharr	279-2796		Aidanfarris3@gmail.com
5.	Seth Gee	McAllen			
6.	Juan R. Lopez	Edinburg	388-8202		jlopez@cityofedinburg.com
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					

AGENDA

Hidalgo County Metropolitan Planning Organization
Policy Committee Meeting
HCMPO Conference Room
510 South Pleasantview Drive
July 19, 2012
@ 5:30 PM

TAB I	**ROLL CALL**		
TAB II	**CITIZEN'S INPUT**		
TAB III	**PRESENTATIONS / ACTION / DISCUSSION ITEM(S)**		
	A. Approval of Minutes ➢ May 17, 2012	**(ACTION ITEM)**	**CHAIRMAN**
	B. Discussion and Approval of JARC Application	**(ACTION ITEM)**	**MPO STAFF**
	C. Discussion and Approval of FY2012-13 UPWP Amendment #1	**(ACTION ITEM)**	**MPO STAFF**
	D. Discussion and Approval of HCMPO Staff Travel to AMPO Conference	**(ACTION ITEM)**	**MPO STAFF**
	E. Discussion and Approval of Resolution of Support for Cameron County RMA South Padre Island 2nd Access Project & Recommended Alternative As Identified In The Draft Environmental Impact Study."	**(ACTION ITEM)**	**MPO STAFF**
	F. Discussion of "No Truck in Left Lane" "Left Lane Passing Only"	**(DISCUSSION ITEM)**	**MPO STAFF**
	G. Discussion of Transportation Re-Authorization	**(DISCUSSION ITEM)**	**MPO STAFF**
	H. Monthly Letting Update	**(UPDATE ITEM)**	**TxDOT**
TAB IV	**STAFF REPORT**	**(UPDATE / DISCUSSION / ACTION ITEM)**	**MPO STAFF**
	A. Calendar: August & September 2012 B. Legislative / RTAP Update C. HCMPO Budget Report D. HCMPO Project Update		
TAB V	**OFF SYSTEM REPORT**	**(UPDATE)**	**PROJECT ENGINEERS**
TAB VI	**TxDOT CONSTRUCTION REPORT**	**(UPDATE)**	**TxDOT**
TAB VII	**HIDALGO COUNTY RMA**	**(UPDATE)**	**HCRMA**
TAB VIII	**HIDALGO COUNTY COMMUTER RAIL DISTRICT**	**(UPDATE)**	**HCCRD**
TAB IX	**VALLEY METRO**	**(UPDATE)**	**VALLEY METRO**
TAB X	**METRO**	**(UPDATE)**	**METRO**
TAB XI	**OLD OR NEW BUSINESS**	**(UPDATE / DISCUSSION / ACTION ITEM)**	**CHAIRMAN**
TAB XII	**ADJOURNMENT**		

HIDALGO COUNTY METROPOLITAN PLANNING ORGANIZATION

Technical Advisory Committee Meeting –Tuesday, July 03, 2012

HCMPO Conference Room

Weslaco, TX.

PLEASE PRINT

	NAME	ENTITY AND ADDRESS	PHONE	FAX	E-MAIL ADDRESS
1.	Victorio Salinas	132 W 4th St LA Joya TX 78560	956 702 or 956-6718		victorio salinas @ yahoo.com
2.	Oscar Cuellar Jr	City of Penitas P.O. Box 204	581-3345 240-1106	581-3346	oscarpenitas@yahoo.com
3.	DANIEL T. JERINA	709 S. NEBRASKA	325-5812		
4.	Joe A. Calif	City of Mission LTG Engineers	585-1909		jcalife lgengineers
5.	Anthony Garza	LTG E/C			
6.	El Taylor	McAllen	681-1250		etaylor@mcallen.net
7.	Homer Bazan	TxDOT	702-6214		homer.bazan@txdot.gov
8.	Eduardo Mendoza	~~TxDOT~~ City of McAllen	681-2701		.
9.	Mario Delgado	COMC&R&R	681-3500		mdelgado@mcalen.net
10.	Fernando Martinez	City of Edinburg	386-8210		
11.	Luis Guajardo	LRGVDC-VM			
12.	Michelle Lefthwich	Mercedes	565-3114 127	565-5184	mlefthwich@cityofmercedes.net
13.	Jim Edge	HCCRD			
14.	OSCAR Ramirez	city Donna	464-3314		
15.	JEREMY SANTOSCOY	MCALLEN			

HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

NOTICE OF AND AGENDA FOR A WORKSHOP AND REGULAR MEETING TO BE HELD BY THE BOARD OF DIRECTORS

DATE: WEDNESDAY, JULY 18, 2012
TIME: 5:30 PM
PLACE: PHARR CITY HALL
CITY COMMISSION CHAMBERS
118 SOUTH CAGE BOULEVARD 2nd FLOOR
PHARR, TEXAS 78577

PRESIDING: DENNIS BURLESON, CHAIRMAN

WORKSHOP

1. Presentation by C&M on Traffic and Revenue Study Process

CALL TO ORDER FOR REGULAR MEETING

PUBLIC COMMENT

1. **REPORTS**

   A. Update on Pass Through Projects – Jody Ellington, TxDOT
   B. Update on SH 365 Project – Louis Jones, Program Manager

2. **CONSENT AGENDA** (*All matters listed under Consent Agenda are considered to be routine by the Governing Body and will be enacted by one motion. There will be no separate discussion of these items; however, if discussion is desired, that item(s) will be removed from the Consent Agenda and will be considered separately. The Governing Body may also elect to go into Executive Session on any item, whether or not such item(s) are posted as an Executive Session Item, at any time during the meeting when authorized by provisions of the Open Meeting Act.)*

   A. Approval of Minutes for Regular Meeting held June 20, 2012
   B. Approval of Project Expense Report for Period from June 14, 2012 to July 10, 2012
   C. Approval of Financial Report for May 2012

3. **REGULAR AGENDA**

   A. Resolution 2012-23 – Extension of Financial Advisory Services Agreement with First Southwest Company

4. **CHAIRMAN'S REPORT**

   A. Report on TxDOT Workshop held June 27, 2012

5. **TABLED ITEMS**

   A. Acceptance of Work Authorization No. 1 Report from Dannenbaum Engineering

6. **EXECUTIVE SESSION, CHAPTER 551, TEXAS GOVERNMENT CODE, SECTION 551.071 (CONSULTATION WITH ATTORNEY), SECTION 551.072 (DELIBERATION OF REAL PROPERTY) AND SECTION 551.074 (PERSONNEL MATTERS)**

   A. Consultation with Board Attorney regarding legal issues pertaining to Dannenbaum Work Authorization No. 1 (Section 551.071 T.G.C.)
   B. Consultation with Board Attorney regarding legal issues pertaining to Financial Advisory Services Agreement with First Southwest Company (Section 551.071 T.G.C.)

ADJOURNMENT

PUBLIC COMMENT POLICY

Public Comment Policy: "At the beginning of each HCRMA meeting, the HCRMA will allow for an open public forum/comment period. This comment period shall not exceed one-half (1/2) hour in length and each speaker will be allowed a maximum of three (3) minutes to speak. All individuals desiring to address the HCRMA must be signed up to do so, prior to the open comment period. The purpose of this comment period is to provide the public an opportunity to address issues or topics that are under the jurisdiction of the HCRMA. For issues or topics which are not otherwise part of the posted agenda for the meeting, HCRMA members may direct staff to investigate the issue or topic further. No action or discussion shall be taken on issues or topics which are not part of the posted agenda for the meeting. Members of the public may be recognized on posted agenda items deemed appropriate by the Chairman as these items are considered, and the same time limitations (3 minutes) applies."

CERTIFICATION

I, the Undersigned Authority, do hereby certify that the attached agenda of the Hidalgo County Regional Mobility Authority Board of Directors is a true and correct copy and that I posted a true and correct copy of said notice on the bulletin board in the Hidalgo County Court House (100 North Closner, Edinburg, Texas 78539), a place convenient and readily accessible to the general public at all times, and said Notice was posted on the 12th day of July, 2012 at 12:00 pm and will remain so posted continuously for at least 72 hours preceding the scheduled time of said meeting in accordance with Chapter 551 of the Texas Government Code.

Flor E. Koll
Program Administrator

Note: If you require special accommodations under the Americans with Disabilities Act, please contact Flor E. Koll at 956-402-4762 at least 24 hours before the meeting.

HCRMA
HIDALGO COUNTY REGIONAL MOBILITY AUTHORITY

ORKSHOP AND BOARD OF DIRECTORS MEETING

WEDNESDAY, JULY 18, 2012
PHARR CITY HALL
118 S. CAGE BLVD., 4TH FLOOR
PHARR, TEXAS

	NAME (Please Print)	ENTITY/ORGANIZATION	PHONE	EMAIL
1	Jim Barnes	OWLS	592-6962	Noyowarrior@Gmail.com
2	Anthony Garza	L+G		
3	Juan Castillo	DOS LAND SURVEY	961-4183	JuanCastillo@dos-landsvc
4	Jorge A Flores	Terracon	956 283 8254	jaflores@terracon.com
5	Daniel Garces	S & B Infra.	956 926-5008	dgarces@sbinfra.com
6	Steven Austin	HDR	512-912-5196	Saustin@hdrinc.com
7	Erika Reyna	Pathfinder	630-0246	erika@texaspathfinder.com
8	Gus Lopez	L&G Engineering	396-9610	glopez@lgengineers.com
9	Yara Corbitt	Cortran Engineering	971-0289	yara@cortranengineering.com
10	Bobby Villarreal	Hidalgo Co. Judge	318-2600	roberto.villarreal@co.hidalgo.tx.us
11	HECTOR GONZALEZ	TxDOT	702-6135	HECTOR.GONZALEZ@txdot.gov
12	GODEREY GARZA	HC Resident	292-7020	gg@INTEGCORP.Net
13	GEORGE RAMON	DANNENBAUM	607-8328	GEORAMON1@AOL.COM
14	ADOLFO MARTINEZ	Prop. Owner	686-2326	DAVID@ARTS Trucks.com
15	ERIC DAVIS	Dannenbaum Eng Corp	632-3677	eric.davis@dannenbaum.com
16	Mario R. Jorge	TxDOT	702-6101	mario.jorge@txdot.gov
17	Sonja Waaser	Prop owner	631-3297	SWAASER@RGV.RR.COM
18	JEREMY SANTOSCOY	CITY OF MCALLEN	681 1150	jsantoscoy@mcallen.net
19				
20				
21				
22				

AI-33557 **11. C.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice #12-7-000007 in the amount of $3,087.83, from L&G Engineering Laboratory contracted engineer for "Sheriff's Office Substation" C-11-032C-10-11.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

PO# 666659 available balance as of 8-9-12 $9,722.40

Attachments

Invoice

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/09/2012 03:24 PM
Budget & Management	Merlen P. Munoz	08/09/2012 03:48 PM
Manuel Chapa	Manuel Chapa	08/09/2012 04:22 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Rocio Villarreal Started On: 08/01/2012 05:04 PM

Final Approval Date: 08/10/2012

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

RECEIVED
AUG 01 2012
By DA 9:50 Am

INVOICE

Invoice Date: 07/25/2012
Invoice No: 12-7-000007

Client Address: Hidalgo County Sheriff's Office
Mr. Juan Tapia
P.O. Box 1228
711 El Cibolo Rd.
Edinburg, TX. 78540

Account No.: L211
Project No: L2111201
Project Desc.: Sheriff's Office Sub-Station Contract No. C-11-032C-10-11
Due Date: UPON RECEIPT
Budget/Remaining: $48,239.46 / $5,182.65
PO: 666659

========== Invoice Summary by Billing Code ==========

	Unit Rate	Qty	Extension
920:92033 - Air Content (Pressure Method)	$22.82	1.00	$22.82
920:92034 - Comp. Strength of Cyl. Specimen	$15.22	16.00	$243.52
920:92035 - Cyl. Specimen Prep./Hold/Cure	$11.49	4.00	$45.96
920:92036 - Grout Compressive Strength	$31.78	11.00	$349.58
940:94047 - Eng. Tech. (Concrete / Lab)	$58.41	4.00	$233.68
940:94050 - Eng. Tech. (Concrete)	$58.41	5.50	$321.27
940:94054 - Engineering Specialist	$114.30	4.00	$457.27
940:94055 - Engineer / P.E.	$152.47	4.00	$609.92
940:94056 - Eng. Tech (Insp.)	$152.47	3.00	$457.41
950:95058 - Vehicle Trip Charge	$0.50	16.00	$8.00
950:95061 - Test Report	$22.56	15.00	$338.40
		Total for this Invoice:	**$3,087.83**

========== Invoice Detail by Report ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R099-56	*05/02/2012*	*2.00*	*920:92036 - Grout Compressive Strength*	*Each*	*$31.78*	*$63.56*
R099-56	*05/02/2012*	*0.25*	*940:94050 - Eng. Tech. (Concrete)*	*Hour*	*$58.41*	*$14.60*
R099-56	*05/02/2012*	*0.25*	*940:94054 - Engineering Specialist*	*Hour*	*$114.30*	*$28.58*
R099-56	*05/02/2012*	*0.25*	*940:94055 - Engineer / P.E.*	*Hour*	*$152.47*	*$38.12*
R099-56	*05/02/2012*	*1.00*	*950:95061 - Test Report*	*Each*	*$22.56*	*$22.56*
				Report Number R099-56 for a Subtotal of:		*$167.42*
R102-56	*05/04/2012*	*3.00*	*920:92036 - Grout Compressive Strength*	*Each*	*$31.78*	*$95.34*

REMIT TO: 2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

P.O. #: 666659
Invoice Received By:
J Tapia on: 7-30-12
Good/Services Received By:
J Tapia on: 7/25/12

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

~~1-100-423-21-280-002-0~~ 2-1336-423-00-280-036-0
720

7/31/12

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

INVOICE

Invoice Date: 07/25/2012
Invoice No: 12-7-000007

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

========== Invoice Detail by Report ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R102-56	05/04/2012	0.75	940:94050 - Eng. Tech. (Concrete)	Hour	$58.41	$43.81
R102-56	05/04/2012	0.25	940:94054 - Engineering Specialist	Hour	$114.30	$28.58
R102-56	05/04/2012	0.25	940:94055 - Engineer / P.E.	Hour	$152.47	$38.12
R102-56	05/04/2012	1.00	950:95061 - Test Report	Each	$22.56	$22.56
				Report Number R102-56 for a Subtotal of:		$228.41
R124-28	05/29/2012	2.00	920:92036 - Grout Compressive Strength	EACH	$31.78	$63.56
R124-28	05/29/2012	0.50	940:94050 - Eng. Tech. (Concrete)	Hour	$58.41	$29.21
R124-28	05/29/2012	0.25	940:94054 - Engineering Specialist	Hour	$114.30	$28.58
R124-28	05/29/2012	0.25	940:94055 - Engineer / P.E.	Hour	$152.47	$38.12
R124-28	05/29/2012	1.00	950:95061 - Test Report	Each	$22.56	$22.56
				Report Number R124-28 for a Subtotal of:		$182.03
R126-28	05/31/2012	2.00	920:92036 - Grout Compressive Strength	EACH	$31.78	$63.56
R126-28	05/31/2012	0.50	940:94050 - Eng. Tech. (Concrete)	Hour	$58.41	$29.21
R126-28	05/31/2012	0.25	940:94054 - Engineering Specialist	Hour	$114.30	$28.58
R126-28	05/31/2012	0.25	940:94055 - Engineer / P.E.	Hour	$152.47	$38.12
R126-28	05/31/2012	1.00	950:95061 - Test Report	Each	$22.56	$22.56
				Report Number R126-28 for a Subtotal of:		$182.03
R127-28	05/31/2012	2.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	$15.22	$30.44
R127-28	05/31/2012	0.50	940:94047 - Eng. Tech. (Concrete / Lab)	Each	$58.41	$29.21
R127-28	05/31/2012	0.25	940:94054 - Engineering Specialist	Hour	$114.30	$28.58
R127-28	05/31/2012	0.25	940:94055 - Engineer / P.E.	Hour	$152.47	$38.12
R127-28	05/31/2012	1.00	950:95061 - Test Report	Each	$22.56	$22.56
				Report Number R127-28 for a Subtotal of:		$148.91
R128-28	05/31/2012	2.00	920:92034 - Comp. Strength of Cyl. Specimen	Each	$15.22	$30.44
R128-28	05/31/2012	0.50	940:94047 - Eng. Tech. (Concrete / Lab)	Each	$58.41	$29.21
R128-28	05/31/2012	0.25	940:94054 - Engineering Specialist	Hour	$114.30	$28.58
R128-28	05/31/2012	0.25	940:94055 - Engineer / P.E.	Hour	$152.47	$38.12

REMIT TO:2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

INVOICE

Invoice Date: 07/25/2012
Invoice No: 12-7-000007

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

========== Invoice Detail by Report ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R128-28	*05/31/2012*	*1.00*	*950:95061 - Test Report*	*Each*	*$22.56*	*$22.56*
				Report Number R128-28 for a Subtotal of:		*$148.91*
R129-28	*05/31/2012*	*2.00*	*920:92034 - Comp. Strength of Cyl. Specimen*	*Each*	*$15.22*	*$30.44*
R129-28	*05/31/2012*	*0.50*	*940:94047 - Eng. Tech. (Concrete / Lab)*	*Each*	*$58.41*	*$29.21*
R129-28	*05/31/2012*	*0.25*	*940:94054 - Engineering Specialist*	*Hour*	*$114.30*	*$28.58*
R129-28	*05/31/2012*	*0.25*	*940:94055 - Engineer / P.E.*	*Hour*	*$152.47*	*$38.12*
R129-28	*05/31/2012*	*1.00*	*950:95061 - Test Report*	*Each*	*$22.56*	*$22.56*
				Report Number R129-28 for a Subtotal of:		*$148.91*
R135-28	*06/05/2012*	*2.00*	*920:92034 - Comp. Strength of Cyl. Specimen*	*Each*	*$15.22*	*$30.44*
R135-28	*06/05/2012*	*0.50*	*940:94047 - Eng. Tech. (Concrete / Lab)*	*Each*	*$58.41*	*$29.21*
R135-28	*06/05/2012*	*0.25*	*940:94054 - Engineering Specialist*	*Hour*	*$114.30*	*$28.58*
R135-28	*06/05/2012*	*0.25*	*940:94055 - Engineer / P.E.*	*Hour*	*$152.47*	*$38.12*
R135-28	*06/05/2012*	*1.00*	*950:95061 - Test Report*	*Each*	*$22.56*	*$22.56*
				Report Number R135-28 for a Subtotal of:		*$148.91*
R137-28	*06/07/2012*	*2.00*	*920:92036 - Grout Compressive Strength*	*EACH*	*$31.78*	*$63.56*
R137-28	*06/07/2012*	*0.50*	*940:94050 - Eng. Tech. (Concrete)*	*Hour*	*$58.41*	*$29.21*
R137-28	*06/07/2012*	*0.25*	*940:94054 - Engineering Specialist*	*Hour*	*$114.30*	*$28.58*
R137-28	*06/07/2012*	*0.25*	*940:94055 - Engineer / P.E.*	*Hour*	*$152.47*	*$38.12*
R137-28	*06/07/2012*	*1.00*	*950:95061 - Test Report*	*Each*	*$22.56*	*$22.56*
				Report Number R137-28 for a Subtotal of:		*$182.03*
R138-28	*06/11/2012*	*2.00*	*920:92034 - Comp. Strength of Cyl. Specimen*	*Each*	*$15.22*	*$30.44*
R138-28	*06/11/2012*	*0.50*	*940:94047 - Eng. Tech. (Concrete / Lab)*	*Each*	*$58.41*	*$29.21*
R138-28	*06/11/2012*	*0.25*	*940:94054 - Engineering Specialist*	*Hour*	*$114.30*	*$28.58*
R138-28	*06/11/2012*	*0.25*	*940:94055 - Engineer / P.E.*	*Hour*	*$152.47*	*$38.12*
R138-28	*06/11/2012*	*1.00*	*950:95061 - Test Report*	*Each*	*$22.56*	*$22.56*
				Report Number R138-28 for a Subtotal of:		*$148.91*

REMIT TO: **2100 W. Expressway 83**
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

INVOICE
Invoice Date: 07/25/2012
Invoice No: 12-7-000007

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

========== Invoice Detail by Report ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R139-28	*06/11/2012*	*2.00*	*920:92034 - Comp. Strength of Cyl. Specimen*	*Each*	*$15.22*	*$30.44*
R139-28	*06/11/2012*	*0.50*	*940:94047 - Eng. Tech. (Concrete / Lab)*	*Each*	*$58.41*	*$29.21*
R139-28	*06/11/2012*	*0.25*	*940:94054 - Engineering Specialist*	*Hour*	*$114.30*	*$28.58*
R139-28	*06/11/2012*	*0.25*	*940:94055 - Engineer / P.E.*	*Hour*	*$152.47*	*$38.12*
R139-28	*06/11/2012*	*1.00*	*950:95061 - Test Report*	*Each*	*$22.56*	*$22.56*
				Report Number R139-28 for a Subtotal of:		*$148.91*
R140-28	*06/11/2012*	*2.00*	*920:92034 - Comp. Strength of Cyl. Specimen*	*Each*	*$15.22*	*$30.44*
R140-28	*06/11/2012*	*0.50*	*940:94047 - Eng. Tech. (Concrete / Lab)*	*Each*	*$58.41*	*$29.21*
R140-28	*06/11/2012*	*0.25*	*940:94054 - Engineering Specialist*	*Hour*	*$114.30*	*$28.58*
R140-28	*06/11/2012*	*0.25*	*940:94055 - Engineer / P.E.*	*Hour*	*$152.47*	*$38.12*
R140-28	*06/11/2012*	*1.00*	*950:95061 - Test Report*	*Each*	*$22.56*	*$22.56*
				Report Number R140-28 for a Subtotal of:		*$148.91*
R141-28	*06/12/2012*	*2.00*	*920:92034 - Comp. Strength of Cyl. Specimen*	*Each*	*$15.22*	*$30.44*
R141-28	*06/12/2012*	*0.50*	*940:94047 - Eng. Tech. (Concrete / Lab)*	*Each*	*$58.41*	*$29.21*
R141-28	*06/12/2012*	*0.25*	*940:94054 - Engineering Specialist*	*Hour*	*$114.30*	*$28.58*
R141-28	*06/12/2012*	*0.25*	*940:94055 - Engineer / P.E.*	*Hour*	*$152.47*	*$38.12*
R141-28	*06/12/2012*	*1.00*	*950:95061 - Test Report*	*Each*	*$22.56*	*$22.56*
				Report Number R141-28 for a Subtotal of:		*$148.91*
R144	*07/16/2012*	*1.00*	*920:92033 - Air Content (Pressure Method)*	*Each*	*$22.82*	*$22.82*
R144	*07/16/2012*	*4.00*	*920:92035 - Cyl. Specimen Prep./Hold/Cure*	*Each*	*$11.49*	*$45.96*
R144	*07/16/2012*	*3.00*	*940:94050 - Eng. Tech. (Concrete)*	*Hour*	*$58.41*	*$175.23*
R144	*07/16/2012*	*0.25*	*940:94054 - Engineering Specialist*	*Hour*	*$114.30*	*$28.58*
R144	*07/16/2012*	*0.25*	*940:94055 - Engineer / P.E.*	*Hour*	*$152.47*	*$38.12*
R144	*07/16/2012*	*16.00*	*950:95058 - Vehicle Trip Charge*	*Mile*	*$0.50*	*$8.00*
R144	*07/16/2012*	*1.00*	*950:95061 - Test Report*	*Each*	*$22.56*	*$22.56*
				Report Number R144 for a Subtotal of:		*$341.27*

REMIT TO:2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

INVOICE
Invoice Date: 07/25/2012
Invoice No: 12-7-000007

2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

========== Invoice Detail by Report ==========

Report No.	Sampled	Qty	Billing Code	Unit Type	Unit Rate	Extension
R145	*07/17/2012*	*0.50*	*940:94054 - Engineering Specialist*	*Hour*	*$114.30*	*$57.15*
R145	*07/17/2012*	*0.50*	*940:94055 - Engineer / P.E.*	*Hour*	*$152.47*	*$76.24*
R145	*07/17/2012*	*3.00*	*940:94056 - Eng. Tech (Insp.)*	*Hour*	*$152.47*	*$457.41*
R145	*07/17/2012*	*1.00*	*950:95061 - Test Report*	*Each*	*$22.56*	*$22.56*
					Report Number R145 for a Subtotal of:	*$613.36*
					Total for this Invoice:	***$3,087.83***

REMIT TO:2100 W. Expressway 83
Mercedes, TX 78570
Office (956) 565-0760 Fax (956) 565-6746

PAST DUE BALANCES SUBJECT TO 1.5% SERVICE CHARGE PER MONTH
PLEASE REFERENCE INVOICE NUMBER WITH PAYMENT

AI-33556 **11. D.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of Invoice No. 13-R-$5,650.00 submitted by Prodigy Construction Management, LLC through contract #C-11-032B-06-14 Construction Management Services for Sheriff's Office Substation located in Precinct No. 1.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1336-423-00-280-036-0-720

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

BUDGETARY IMPACT:

PO# 659617 available balance as of 7-9-12 $33,900.00

Reference:

Pmt# 12-R 5,650 AI#33112 7-24-12 (Period billed 5-17-12 thru 6-16-12)

Attachments

Invoice 13R

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/09/2012 03:24 PM
Budget & Management	Merlen P. Munoz	08/09/2012 03:47 PM
Manuel Chapa	Manuel Chapa	08/09/2012 04:38 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Rocio Villarreal Started On: 08/01/2012 05:00 PM

Final Approval Date: 08/10/2012

PRODIGY CONSTRUCTION MANAGEMENT LLC
P.O. Box 6592
McAllen, TX 78502-6592
Office: (956)800-1122 Fax: (956)800-4618
apalacios@prodigycompany.com

Invoice

Period Billed	Invoice #
06-17-2012 to 07-16-2012	13-R

Bill To:

Hidalgo County Sheriff's Office
Attn: Juan Tapia
701 El Cibolo RD
Edinburg, TX 78539

Project Name: **Contract NO: C-11-032B-06-14** **REQ: 00197759**

County of Hidalgo Sheriff's Office Substation/Hidalgo County Jail

1-1336-423-00-280-036-0-720

P.O. No.	Vendor	Project
659617	388459	PCM-03-011

As of 1/24/2012 - Project Total Cost: $3,390,000.00 @ 3% = $101,700.00 fee

Period Billed	Monthly Draw	Credit Adjustment	Paid to Date	Amount Balance	Invoice Amount DUE
1	$7875.00		$7875.00	$120,000.00	$7875.00
2	$7875.00		$15,750.00	$104,250.00	$7875.00
3	$7875.00		$23,625.00	$96,375.00	$7875.00
4	$7875.00		$31,500.00	$88,500.00	$7875.00
5	$7875.00		$39,375.00	$80,625.00	$7875.00
6 Paid	$7875.00		$47,250.00		$7875.00
7 Adj. Fee	$5650.00	-$5650.00			$0.00
8 Adj. Fee	$5650.00	-$5650.00			$0.00
9 Adj. Fee	$5650.00	-$2050.00			$3,600.00
10 Paid	$5650.00				$5,650.00
11.Paid	$5650.00				$5,650.00
12.	$5,650.00				$5,650.00
13	$5,650.00				$5,650.00
14.					

P.O. #: 659617
Invoice Received By: Tapia on: 7.27.12
Good/Services Received By: Tapia on: 7-16-12
12-1336-423-00-280-036-0-720

Lupe Jaramillo

(2) 7/30/12

Prodigy

Construction Management LLC

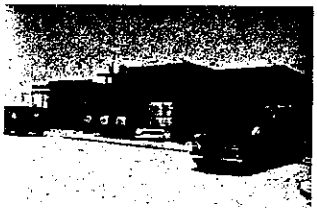
"Accountability that is Measurable and Attainable"

Observation Report Synopsis
June 17 – July 16, 2012

Project Name: Hidalgo County Sheriff Substation
By: Jerry Garcia, Project Manager

Date: June 26, 2012
Comments:

- As of today the roofing has commenced, the primer paint will continue, the metal stud installation of Fins are being done, and all MEP's will continue



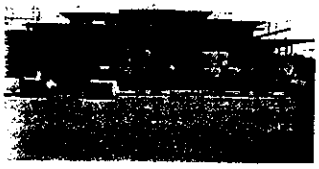
Date: June 28, 2012

- Contractor has continued on the progress of activity on said project, at this time the issue with the entry with the Sally Port is in conflict with the access into the covered area



Date: July 13, 2012

- Contractor has continued on the progress of activity on said project, To date the G.C. has indicated that they are prepared to discuss the entry gate area and coordination as well



3528 Buddy Owens Blvd.
McAllen, Texas 78504
prodigy@prodigycompany.com

Phone: 956-800-1122
Fax: 956-800-4618
www.prodigycompany.com

AI-33555 **11. E.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Martha Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of **Invoice #2012880** in the amount of **$23,105.90** from **TEDSI Infrastructure Group under Contract #C-10-062-03-16-PO#636565-Work Authorization No. 1-**General Engineering Services-1-01-thru-1- 31-12 in connection to: "Design and Right Of Way Mapping Of HCMDS Phase II-J-09 Lateral Drain from North Main Drain To County Road 3601 (Approx. 8 Miles)" Project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1341-431-50-115-079-0-7XX

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

BUDGETARY IMPACT:

PO #636565 for TEDSI Infrastructure Group. Inc.

Obj. 711 "ROW"-Amount available as of 8-10-12	$7,500.00
Obj. 733 "Drainage Ditches"-Amount available as of 8-10-12	$48,509.24
Less Inv. #2012880	($23,105.90)
O/S balance, pending payment	$32,903.34

Attachments

Invoice #2012880

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/09/2012 03:24 PM
Budget & Management	Merlen P. Munoz	08/09/2012 03:47 PM
Ivan Cantu	Ivan Cantu	08/10/2012 02:29 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Vangie Garcia Started On: 08/01/2012 05:00 PM

Final Approval Date: 08/10/2012

TEDSI INFRASTRUCTURE GROUP
Consulting Engineers
1201 East Expressway 83 • Mission, Texas 78572
Tel: (956) 424-7898
Fax: (956) 424-7022
TBPE F-1540

February 27, 2012
Project No: 2010-1052-01
Invoice No: 2012880

Mr. Godfrey Garza, Jr., CFM
Hidalgo County Drainage District No. 1
902 North Doolittle Road
Edinburg, TX 78542

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

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

Professional Services from January 01, 2012 to January 31, 2012

Billing Phase	Fee	Percent Complete	Earned	Previous Fee Billing	Current Fee Billing	
Engineering Services	661,400.00	100.00	661,400.00	661,400.00	0.00	
Engineering Services Supplemental No. 3	8,562.04	0.00	0.00	0.00	0.00	
Basic Topography Services	188,000.00	100.00	188,000.00	188,000.00	0.00	
Control Points and Benchmarks	75,000.00	90.00	67,500.00	67,500.00	0.00	
ROW Parcels Donated	73,500.00	100.00	73,500.00	73,500.00	0.00	
ROW Parcels Purchased	150,000.00	100.00	150,000.00	150,000.00	0.00	
Geotechnical	45,000.00	100.00	45,000.00	24,300.00	20,700.00	
Construction Field Staking	24,059.00	30.00	7,217.70	4,811.80	2,405.90	
Total Fee	1,225,521.04		1,192,617.70	1,169,511.80	23,105.90	
		Total Fee				**23,105.90**

Billing Summary	Current	Prior	To-Date
Total Billings	23,105.90	1,169,511.80	1,192,617.70
Total Fee			1,225,521.04
Remaining Fee			32,903.34

Total this Invoice **$23,105.90**

Outstanding Invoices

Number	Date	Balance
2011831	1/23/2012	104,111.80
Total		**104,111.80**

Total Now Due **$127,217.70**

cc: Commissioner Joseph Palacios

Please remit payment to: TEDSI Infrastructure Group; 10260 Westheimer, Suite 460, Houston, Texas 77042

Authorized By: _____ Date: 2/27/12
Mark W. Lupher, P.E., RPLS
Executive Vice President

HIDALGO COUNTY DRAINAGE DIST. #1
JUL 26 2012

INVOICE RECEIVED BY: _____ DATE _____
GOODS/SERVICES RECEIVED BY: _____ DATE _____

POSTED

L&G Engineering Laboratory

Construction Material Testing
Geotechnical Engineering

TEDSI INFRASTRUCTURE GROUP
Project No. 1010-1052-21 Phase No. Geo
☑ Lump Sum ☑ Approved ☐ Hold
☐ Hourly ☐ Rejected ☑ Process
Sign _____ Date _____

Invoice

Date	Invoice #
1/17/2012	011312SL050

Bill To

TEDSI Infastructure
Jose A. Sanchez
1201 E. Expressway 83
Mission, Texas 78572

Ship To

J09 Drain Improvement Project
Geotechnical Engineering Services
Work Authorization #2

Description	Contract Amt	Curr %	Total %	Qty	Rate	Amount
Senior Project Manager (Hr.)	954.20	100.00%	100.00%	4	238.55	954.20
Geotechnical Engineer (Hr.)	2,444.22	100.00%	100.00%	18	135.79	2,444.22
Design Engineer (Hr.)	6,488.56	50.00%	100.00%	26	124.78	3,244.28
Draftsmen (CADD Tech)	418.38	100.00%	100.00%	6	69.73	418.38
Administrative / Clerical	176.16	100.00%	100.00%	4	44.04	176.16
Senior Project Engineer (Hr.)	374.34	100.00%	100.00%	3	124.78	374.34
Eng. Tech. (Locate Borings)(Util. Clr.)(Hr.)	352.32	0.00%	100.00%	0	44.04	0.00
Vehicle Trip Charge (Miles)	41.25	0.00%	100.00%	0	0.55	0.00
Mobilization/Demobilization(Day)	1,250.00	0.00%	100.00%	0	250.00	0.00
Geo. Drill - Solid Auger (ft.)	4,050.00	0.00%	100.00%	0	18.00	0.00
Geo. Drill - Mud Rot. (ft.)	2,025.00	0.00%	100.00%	0	27.00	0.00
Texas Cone Pen Test (Ea.)	900.00	0.00%	100.00%	0	15.00	0.00
Eng. Tech. (Field Logger(Hr.)	2,202.00	0.00%	100.00%	0	44.04	0.00
Eng. Tech. (24-hr. Water Level Obser.)(Hr.)	220.20	0.00%	100.00%	0	44.04	0.00
Mobilization (Supp. Veh-Trlr.) (miles)	750.00	0.00%	100.00%	0	2.00	0.00
Vehicle Trip Charge (Miles)	247.50	0.00%	100.00%	0	0.55	0.00
Eng. SPC (Soil Classification)(Hr.)	939.52	0.00%	100.00%	0	117.44	0.00
Eng. Specialist (Logs & Summaries)(Hr.)	939.52	0.00%	100.00%	0	117.44	0.00
Moisture Content (Ea.)	510.00	0.00%	100.00%	0	8.50	0.00
Atterberg Limits Det. (Ea.)	1,950.00	0.00%	100.00%	0	65.00	0.00
Materials Finer #200(Ea.)	1,800.00	0.00%	100.00%	0	60.00	0.00
Consolidation Test (Ea.)	7,125.00	100.00%	100.00%	15	475.00	7,125.00
Unconfined Compression (Soil)(Ea.)	750.00	100.00%	100.00%	15	50.00	750.00
Soils Sulfate Content (Ea.)	1,425.00	100.00%	100.00%	15	95.00	1,425.00
PH Determination of Soil(Ea.)	1,050.00	100.00%	100.00%	15	70.00	1,050.00
Printing & Reproduction (Ea.)	300.00	100.00%	100.00%	1	300.00	300.00

J-09 Drain Improvements Project

HIDALGO COUNTY

JUL 26 2012

DRAINAGE DISTRICT #1

Total	$18,261.58
Payments/Credits	$0.00
Balance Due	$18,261.58

2100 W. Expressway 83 • Mercedes, TX 78570 • Office (956) 565-0760 • Fax (956) 565-6746
900 S. Stewart Rd., Ste. 9 • Mission, TX 78572 • Office (956) 583-7117 • Fax (956) 583-7116

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

Letter of Transmittal

TO:
Ms. Minerva Luna
Hidalgo County Drainage District No. 1
902 N. Doolittle Rd
Edinburg, Texas 78572

DATE: July 25, 2012

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

TEDSI PROJECT NO.: 2010-1052-01

TRANSMITTED:

☒	For Your Use	☐	Please comment	☐	Approved as Noted
☒	As Requested	☐	Reply ASAP	☐	As Noted Below

VIA:

☐	US Mail	☐	Courier	☒	Hand Carry
☐	E-Mail	☐	LoneStar Overnight	☐	FedEx

COPIES	DESCRIPTION
1	TEDSI Invoice No. 2012880
1	L&G Invoice No. 011312SL050
1	CD with .pdf of the following:
	Geotechnical Report
	Construction Staking Layout sheets
	Construction Staking calculation sheet
	TEDSI Invoice No. 2012880
	L&G Invoice No. 011312SL050

REMARKS:

Ms. Luna,

Should you have any questions, please do not hesitate to call.

Thank you,

Delivered By: _____
Jason M. Adams
Date & Time: _____

HIDALGO COUNTY
JUL 2 6 2012
DRAINAGE DISTRICT #1

Received By: _____
Date & Time: 7-26-12 8:25 am

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

If enclosures are not as stated, please notify us.

AI-33554 **11. F.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the option to renew/extend for a one (1) year term as stipulated and provided in the contracts identified under the same rates, terms and conditions the following:

1. C-12-168-08-16-Mosquito control Chemicals with ADAPCO, Inc. for Hidalgo Co.;
2. C-12-168A-08-16-Mosquito Control Chemicals with Univar USA, Inc. for Hidalgo Co.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-432-00-121-001-0-609

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

BUDGETARY IMPACT:

2-1100-432-00-121-001-0-609-Pct. 1 & 2-1100-441-00-340-001-0-609 Health Adm.

Funds available as of 8-10-12; additional funds will be transferred on an "as needed basis" as services and/or supplies are acquired.

Attachments

Adapco-1 Yr Extension

Univar-1 Yr Extension

Adapco-Insurance

Univar-Insurance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/09/2012 03:24 PM
Budget & Management	Merlen P. Munoz	08/09/2012 03:46 PM
Ivan Cantu	Ivan Cantu	08/10/2012 11:45 AM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Rocio Villarreal Started On: 08/01/2012 04:57 PM

Final Approval Date: 08/10/2012

PURCHASING DEPARTMENT
County Of Hidalgo

August 1, 2012

CERTIFIED MAIL
7099 3220 0002 9744 7645
Via-Facsimile (866) 330-9888

Tom Wells, Vice President
ADAPCO Inc.
550 Aero Lane
Sanford, FL 32771

Re: Extension of Agreement No. C-11-168-08-16-Purchase of Mosquito control Chemicals

Dear Mr. Wells:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of August 14, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Monday, August 6, 2012,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-11-168-08-16

THIS AGREEMENT (the "Agreement") is entered into as of the 16th day of August, 2011 by and between ADAPCO, Inc., a Florida Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Purchase of Mosquito Control Chemicals,"** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Purchase of Mosquito Control Chemicals,"** in the areas of Hidalgo County projects for a period of one (1) year commencing August 16, 2011 and ending August 15, 2012 and may be extended with the County's sole discretion for an additional two (2) one year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer:
Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
ADAPCO, Inc.
Tom Wells, Vice President
550 Aero Lane
Sandford, FL 32771

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program

requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON,_____.

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

By_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 8/16/11

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
ADAPCO, Inc.

By:_____
Printed Name: TOM WELLS
Title: VICE PRESIDENT

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

June 6, 2011

Re: **HIDALGO COUNTY**
Request for Bids -**"PURCHASE OF MOSQUITO CONTROL CHEMICALS"**
Bid No: 2011-168-06-22-NMC

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/nmc

Enclosures

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

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"PURCHASE OF MOSQUITO CONTROL CHEMICALS"
Bid No: 2011-168-06-22-NMC

1. **Request for Bid, Letter consists of __1__ page.**

2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)

3. **Exhibit "A" Specifications consisting of __3__ pages.**

4. **Exhibit "B" Bid Page consisting of__2__ pages.**
   (Must be submitted with bid)

5. **Exhibit "C" Insurance Requirements consisting of __4___ pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
   (Copy of receipt and this form must be submitted with bid)

7. **Vendor/Bidder Application and W-9 form consisting of__4__ pages.**
   (Must be submitted with bid)

8. **Certification Regarding Debarment __1__ page.**
   (Must be submitted with bid)

9. **Draft Requirement Agreement, consisting of __4__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact 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

06/06/11
Date

Bid No: 2011-168-06-22-NMC	**Buyer: Nielda Cavazos**	**Tel. No: (956) 318-2626 Ext. 4853**

REQUEST FOR BIDS
HIDALGO COUNTY
"PURCHASE OF MOSQUITO CONTROL CHEMICALS"

BID OPENING DATE:
June 22, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY-PURCHASE OF MOSQUITO CONTROL CHEMICALS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2011-168-06-22-NMC- HIDALGO COUNTY -PURCHASE OF MOSQUITO CONTROL CHEMICALS** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, June 22, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2011-168-06-22-NMC- PURCHASE OF MOSQUITO CONTROL CHEMICALS."**

   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 Number (if any)

d) Notation - **"HIDALGO COUNTY–PURCHASE OF MOSQUITO CONTROL CHEMICALS"** 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:

Attn: Martha L. Salazar
HIDALGO COUNTY PURCHASING DEPARTMENT
2802 S. Bus Hwy 281
Edinburg, Tx 78539
(956) 318-2626

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**June 22, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

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

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices

generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may

result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"PURCHASE OF MOSQUITO CONTROL CHEMICAL"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
"Purchase of Mosquito Control Chemicals"
Bid No. 2011-168-06-22-NMC

SCOPE:

Hidalgo County is currently soliciting to contract a qualified vendor that meets or exceeds all specification/requirements, terms and conditions for the **Purchase of Mosquito Control Chemicals** on an "**As Needed Basis**".

1. Hidalgo County reserves the right to increase or decrease the quantity purchased based on weather conditions.

2. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

3. **DESCRIPTION OF ITEMS:** **The brand name references are for description only,** and are not intended to exclude other mosquito control chemical products of equal quality and composition. Bidders desiring to substitute items may do so provided brand name is indicated on **Bid Form.**

ITEM	DESCRIPTION:
1.	PERMANONE **or equivalent**, ready to use insecticide to contain: ➢ Permethrin 3-(phenoxyphenyl) methyl (+/-) cis/trans 3-(2,2-dichloroethenyl) 2,2 dimethyl cyclopropanecarboxylate, Cis/trans ration: Max 65% (+/-) trans and min. 35% (+/-) cis..... 3.98% ➢ Piperonyl Butoxide Technical -Equivalent to min. 6.784%(butylcarbityl)(6-propylpiperonyl) ether and 1.696% related compounds.....8.48% ➢ -Contains petroleum distillates ➢ Contains 0.289 lbs/gallon Permanone and 0.616 lbs/gallon butacide. ➢ Must be ready to use formulation for ULV application.
2.	**SUMMIT B.T.I. BRIQUETS or equivalent** to contain: ➢ Active Ingredient: Bacillus thuringiensis subspecies israelensis solids, spores and insecticidal toxins.....10.31% ➢ Inert Ingredients: 7000 Aedes aegypti (AA) International Toxic Units (ITU) per milligram primary powder (Dray weight basis).....89.69 % ➢ Floating sustained-release larvicide for long-term control of mosquito and psychodid fly larvae. ➢ Biological control of mosquitos & psychodid flies.

4. **MATERIAL SAFETY DATA SHEET (MSDS):** Bidders shall attach to bid form a current Material Safety Data Sheet (MSDS) and current labels for chemicals. Failure to do may result in rejection of the bid.

a. **DELIVERY CHARGES: ALL DELIVERY, UNLOADING OF PRODUCT AND FREIGHT CHARGES**, shall be included in the bid price and F.O.B. Hidalgo County or to the address (es) specified on the purchase order during normal working hours, unless otherwise authorized by the Purchasing Agent or designee. Bidder bears freight charges. All prices must be written in ink or typewritten.

5. **BID PRICES:** Bid price shall be per unit, packed with unbroken seals that are sealed by the manufacturer.

6. **BID AWARD:** Bid will be awarded to the lowest, responsive, responsible bidder meeting all specifications based upon individual line items, sections or total bid. One or more bidder(s) may be designated as approved vendor(s) for "Purchases of Mosquito Control Chemicals" for Hidalgo County. Hidalgo County reserves the right to award separate/multiple contracts when it is in the County's best interest to do so. The County of Hidalgo reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds. After bid award and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

7. **PURCHASE ORDERS:** Purchase order(s) shall be generated by the Hidalgo County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any orders placed without a valid current purchase order number. Payment will be made for all orders received and accepted by the user department. Purchase orders for "Purchase of Mosquito Control Chemicals" will be released to the successful bidder(s) on **an as-needed basis. MINIMUM ORDERS ARE NOT ACCEPTABLE**.

8. Hidalgo County reserves the right to purchase specified mosquito control chemicals whenever necessary through the Texas Building and Procurement Commission (TBPC) term contract if available.

9. **CONTRACT TERM:** The Contract unit prices will remain firm for an initial one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain unchanged.

10. **INSURANCE REQUIREMENTS:** Vendor must meet Hidalgo County insurance requirements and shall submit documentation requested on Exhibit "C".

11. All costs and expenses associated with the preparation and submission of (bids, proposals

and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

12. **ADDITIONAL INFORMATION:**
Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding this bid to 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 nielda.cavazos@co.hidalgo.tx.us by NO LATER THAN, June 15, *2011 5:00 P.M.* Responses will be sent to all applicants via facsimile or e-mail **by no later** than, ***5:00 P.M., June 17, 2011.***

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY
"Purchase of Mosquito Control Chemicals"
Bid No. 2011-168-06-22-NMC

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.

PRODUCT DESCRIPTION OR EQUIVALENT (INCLUDE BRAND)	UOM	DELIVERED UNIT PRICE AMOUNT
PERMANONE or equivalent, Equivalent:_____	1 gal.	$
	55 gal drum	$
	Other:_____	$
SUMMIT B.T.I. BRIQUETS or equivalent Equivalent: _____	20 CT. PACKET	$
	CASE	$
	OTHER:_____	$

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELLULAR NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/ Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period _____ Scope of Work: _____

REFERENCE TWO

Government/ Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period _____ Scope of Work: _____

REFERENCE THREE

Government/ Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period _____ Scope of Work: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS COMP OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU ☐ OTHER TORY LIMITS	
					E L EACH ACCIDENT	$
					E L DISEASE EA EMPLOYEE	$
					E L DISEASE POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

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)	The grantor-trustee [3]
b. So-called trust account that is not a legal or valid trust under state law	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 indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
"Purchase of Mosquito Control Chemicals"
Bid No. 2011-168-06-22-NMC

Awarded Item

Product Description Or Equivalent (Include Brand Name)	UOM	ADAPCO, INC (Summit Briquets)	
	Required Size	Size	Unit Price
PERMANONE or Equivalent:	1 gal.	2x2.5 gl case	$30.23/gl
	55 gal drum	30 gl drum	$28.73/gl
	OTHER:	Other 275 gl tote	25.20gl
SUMMIT B.T.I. BRIQUETS or Equivalent:	20 CT. Packet	20 Ct Packet	No bid
	Case	Case	$57.69/cs
	OTHER:	55gl drum 275gl tote	

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY
"Purchase of Mosquito Control Chemicals"
Bid No. 2011-168-06-22-NMC

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.

PRODUCT DESCRIPTION OR EQUIVALENT (INCLUDE BRAND)	UOM	DELIVERED UNIT PRICE AMOUNT
PERMANONE or equivalent, Permanone 4-8 RTU Equivalent:_____	2x2.5 gl case 1 gal.	$30.23/gl
	~~55~~ 30 gal drum	$28.73/gl
	Other: 275 gl tote	$25.20/gl
SUMMIT B.T.I. BRIQUETS or equivalent Equivalent: _____	20 CT. PACKET	$ NO BID
	CASE	$ 57.69/case
	OTHER:_____	$
Perm-X UL 4-4	55 gl drum	$21.81/gl
Perm-X UL 4-4	275 gl tote	$21.18/gl

COMPANY NAME: ADAPCO, Inc.
ADDRESS: 550 Aero Lane
CITY/STATE/ZIP CODE: Sanford, FL 32771
PHONE NUMBER: 800-367-0659
FAX NUMBER: 866-330-9888
CELLULAR NUMBER: N.A.
AUTHORIZED SIGNATURE:
PRINTED NAME: Tom Wells
TITLE: Vice President
DATE: 6/13/11

OPENED
9:52
6-22-11
Witnessed

EXHIBIT "C"

CERTIFICATE OF INSURANCE

OP ID: JN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/09/11

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 McSweeney & Ricci Ins Ag Inc 420 Washington Street P.O. Box 850984 Braintree, MA 02185 SAD Department 3/26/01 781-848-8600 781-843-8807	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ADAPC-1
INSURED ADAPCO, Inc 550 Aero Lane Sanford, FL 32771	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Chartis Specialty Insurance Co — 26883 INSURER B : Commerce & Industry — 19410 INSURER C : Insurance Company State PA — 19429 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 POLICY [ ] PRO-JECT [ ] LOC			EG2508464	07/20/10	11/01/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA 4464339	07/20/11	11/01/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			EGU2508466	07/20/10	11/01/11	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		001655096	01/01/11	11/01/11	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
REF: 2011-168-06-22-NMC

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
Attn: Purchasing Department
1304 S 25th Street
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

Jane E. Brooks

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AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 16, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

2. **Roll Call** all present

3. **Pledge of Allegiance** all

4. **Prayer** Com Quintanilla

5. **Approval of Consent Agenda** 13 I 2 , 7 a

6. **Open Forum**

7. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

eport only **B.** **AI-27827** Presentation & Acceptance of Independent Audit Report for the year ended December 31, 2010.

C. **AI-28035** Approval to accept a settlement check from Endeavor General Agency in the amount of $884.00 to settle auto accident with County vehicle. (Sheriff Office)

pproved

ecognition only **D.** **AI-28063** Recognition of newly elected District 12 4-H Council Officers

C/mgr **E.** **AI-27777** Discussion, consideration, and approval of First Amendment to Economic Development Agreement with First Hartford Realty and the City of Edinburg regarding Reinvestment Zone Number One, City of Edinburg, TX and the development known generally as "The Shoppes at Rio Grande Valley".

pproved **F.** **AI-28054** Health and Human Services Dept (1100):
Requesting approval to advertise position of Eligibility Specialist I.

G. **AI-28051** IT Dept (1100):
1. Approval to create two (2) temporary full time LUCA Program Clerk positions, slot no.'s 033, & 034, budgeted salary $18,720.00 per yr/ $9.00 per hour.
2. Approval of interdepartmental transfer
3. Approval of revised salary schedule.

approved

Audio **H** **AI-28042** Fire Marshal's Office:
Approval of application for Official County travel to the 13th Annual Texas Fire Marshal's Conference in Austin, Texas for Fire Marshal Juan Martinez.

pproved

Wesley **AI-28067** Fire Marshal's Office:
Requesting approval for Fire Marshal to travel to Austin, Texas on August 30-September 1, 2011

pproved

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1 **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

nothing to report

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

nothing to report a-c

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

nothing to report a-c

4. AI-28029 Presentation of bid(s) received as contained herein for the purpose of multiple awards and approval of contract(s) by CC meeting all specifications and/or requirements for: Hidalgo County - "Purchase of Mosquito Control Chemicals" RFB: 2011-168-06-22-NMC

approved

5. ~~AI-27947~~ Requesting authority to advertise and approval to auction Abandoned and Unclaimed (pursuant to Texas Local Government Code 263.152 (a)(1)) the items detailed on the A & U List #35 contained herein and eligible for such action in accordance with Texas Code of Criminal Procedures (Article 18.17) conducted, completed and followed by the Hidalgo County Sheriff's Office.

approved

6. AI-27915 Presentation of bids received for the purposes of award by CC from vendors meeting all specifications, and requirements (item by item in each category/i.e. multiple awards) with approval of contracts for: "FIBERGLASS MANHOLES" (RFSQ No. 2011-080-06-08-YSI) with effective dates of September 12, 2011 to September 11, 2012.

approved

B. **Pct. 1**

1. AI-28037 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional surveyor services;

approved

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 Engineers for Surveying Services for all of Precinct No. 1 R*B/CIP and other projects in general "On an as Needed Basis"

Evaluators	Guzman & Munoz	Sam Engineering	Rio Delta Surveying
Evaluator 1	97	90	84
Evaluator 2	98	96	91
Evaluator 3	90	77	70
Scores	285	263	245
Average	95	87.6	81.6
Ranking	1	2	3

approved

c. Authority for the Purchasing Department to negotiate a professional (Surveying Services) contract with the No. 1 ranked firm of Guzman & Munoz For: the provision of Surveying Services for (all of Precinct No. 1 R&B/CIP and other projects in general "ON an as Needed Basis".

AI-28029 **15. A. 4.**
CC REGULAR
Meeting Date: 08/16/2011
Submitted For: Martha L. Salazar **Submitted By:** Nielda Cavazos, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bid(s) received as contained herein for the purpose of multiple awards and approval of contract(s) by CC meeting all specifications and/or requirements for: Hidalgo County - "Purchase of Mosquito Control Chemicals" RFB: 2011-168-06-22-NMC

BACKGROUND

1. New Contract will commence on August 16, 2011 and ending August 15, 2012
2. Contract documents were reviewed and approved as to form by Legal Counsel
3. Services are for Hidalgo County Health and Human Services Department and Precinct No. 1

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-441-00-340-001-0-425
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 8-12-11 $1,000.00

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-432-00-121-001-0-609
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 8-12-11 $3,852.60

Attachments

tab vendors
tab sheet
C-11-168-08-16
C-11-168A-08-16

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/12/2011 02:15 PM
Budget & Management	Merlen P. Munoz	08/12/2011 02:28 PM
Rosalinda Cantu	Rosie Cantu	08/12/2011 04:06 PM
Auditor's Office	Angela Garcia	08/12/2011 04:39 PM
Ivan Cantu	Ivan Cantu	08/12/2011 04:51 PM

Form Started By: Nielda Cavazos Started On: 08/11/2011 09:21 AM
Final Approval Date: 08/12/2011

PURCHASING DEPARTMENT
County Of Hidalgo

August 1, 2012

CERTIFIED MAIL
7099 3220 0002 9744 7638
Via-Facsimile (361) 289-1969

Larry M. Woodard, Sales Admin Mgr
UNIVAR USA, Inc.
402 McBride Lane
Corpus Christi, Texas 78408

Re: Extension of Agreement No. C-11-168A-08-16-Purchase of Mosquito control Chemicals

Dear Mr. Woodard:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of August 14, 2012 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Monday, August 6, 2012,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Rocio Villarreal
Contracts Manager
Hidalgo County Purchasing Department

REQUIREMENTS AGREEMENT
C-11-168-08-16

THIS AGREEMENT (the "Agreement") is entered into as of the 16th day of August, 2011 by and between ADAPCO, Inc., a Florida Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Purchase of Mosquito Control Chemicals,"** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Purchase of Mosquito Control Chemicals,"** in the areas of Hidalgo County projects for a period of one (1) year commencing August 16, 2011 and ending August 15, 2012 and may be extended with the County's sole discretion for an additional two (2) one year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof,

contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer:
Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:
ADAPCO, Inc.
Tom Wells, Vice President
550 Aero Lane
Sandford, FL 32771

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

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

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

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

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

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

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

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program

requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON,_____.

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

By_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 8/16/11

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
ADAPCO, Inc.

By:_____
Printed Name: TOM WELLS
Title: VICE PRESIDENT

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

June 6, 2011

Re: **HIDALGO COUNTY**
Request for Bids -**"PURCHASE OF MOSQUITO CONTROL CHEMICALS"**
Bid No: 2011-168-06-22-NMC

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/nmc

Enclosures

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

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"PURCHASE OF MOSQUITO CONTROL CHEMICALS"
Bid No: 2011-168-06-22-NMC

1. **Request for Bid, Letter consists of __1__ page.**

2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)

3. **Exhibit "A" Specifications consisting of __3__ pages.**

4. **Exhibit "B" Bid Page consisting of__2__ pages.**
   (Must be submitted with bid)

5. **Exhibit "C" Insurance Requirements consisting of __4___ pages.**
   (Must be submitted with bid)

6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__page.**
   (Copy of receipt and this form must be submitted with bid)

7. **Vendor/Bidder Application and W-9 form consisting of__4__ pages.**
   (Must be submitted with bid)

8. **Certification Regarding Debarment __1__ page.**
   (Must be submitted with bid)

9. **Draft Requirement Agreement, consisting of __4__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact 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

06/06/11
Date

Bid No: 2011-168-06-22-NMC	**Buyer: Nielda Cavazos**	**Tel. No: (956) 318-2626 Ext. 4853**

REQUEST FOR BIDS
HIDALGO COUNTY
"PURCHASE OF MOSQUITO CONTROL CHEMICALS"

BID OPENING DATE:
June 22, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY-PURCHASE OF MOSQUITO CONTROL CHEMICALS"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB-2011-168-06-22-NMC- HIDALGO COUNTY -PURCHASE OF MOSQUITO CONTROL CHEMICALS** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, June 22, 2011. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2011-168-06-22-NMC- PURCHASE OF MOSQUITO CONTROL CHEMICALS."**

   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 Number (if any)

d) Notation - **"HIDALGO COUNTY–PURCHASE OF MOSQUITO CONTROL CHEMICALS"** 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:

Attn: Martha L. Salazar
HIDALGO COUNTY PURCHASING DEPARTMENT
2802 S. Bus Hwy 281
Edinburg, Tx 78539
(956) 318-2626

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**June 22, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. DISCLOSURE OF CONFLICT OF INTEREST

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

  Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices

generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- **Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A.) Meet schedules;
B.) Pay any required fees or taxes; or
C.) Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may

result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"PURCHASE OF MOSQUITO CONTROL CHEMICAL"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "A"

SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
"Purchase of Mosquito Control Chemicals"
Bid No. 2011-168-06-22-NMC

SCOPE:

Hidalgo County is currently soliciting to contract a qualified vendor that meets or exceeds all specification/requirements, terms and conditions for the **Purchase of Mosquito Control Chemicals** on an "**As Needed Basis**".

1. Hidalgo County reserves the right to increase or decrease the quantity purchased based on weather conditions.

2. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

3. **DESCRIPTION OF ITEMS:** **The brand name references are for description only,** and are not intended to exclude other mosquito control chemical products of equal quality and composition. Bidders desiring to substitute items may do so provided brand name is indicated on **Bid Form.**

ITEM	DESCRIPTION:
1.	PERMANONE **or equivalent**, ready to use insecticide to contain: ➢ Permethrin 3-(phenoxyphenyl) methyl (+/-) cis/trans 3-(2,2-dichloroethenyl) 2,2 dimethyl cyclopropanecarboxylate, Cis/trans ration: Max 65% (+/-) trans and min. 35% (+/-) cis..... 3.98% ➢ Piperonyl Butoxide Technical -Equivalent to min. 6.784%(butylcarbityl)(6-propylpiperonyl) ether and 1.696% related compounds.....8.48% ➢ -Contains petroleum distillates ➢ Contains 0.289 lbs/gallon Permanone and 0.616 lbs/gallon butacide. ➢ Must be ready to use formulation for ULV application.
2.	**SUMMIT B.T.I. BRIQUETS or equivalent** to contain: ➢ Active Ingredient: Bacillus thuringiensis subspecies israelensis solids, spores and insecticidal toxins.....10.31% ➢ Inert Ingredients: 7000 Aedes aegypti (AA) International Toxic Units (ITU) per milligram primary powder (Dray weight basis).....89.69 % ➢ Floating sustained-release larvicide for long-term control of mosquito and psychodid fly larvae. ➢ Biological control of mosquitos & psychodid flies.

4. **MATERIAL SAFETY DATA SHEET (MSDS):** Bidders shall attach to bid form a current Material Safety Data Sheet (MSDS) and current labels for chemicals. Failure to do may result in rejection of the bid.

a. **DELIVERY CHARGES: ALL DELIVERY, UNLOADING OF PRODUCT AND FREIGHT CHARGES**, shall be included in the bid price and F.O.B. Hidalgo County or to the address (es) specified on the purchase order during normal working hours, unless otherwise authorized by the Purchasing Agent or designee. Bidder bears freight charges. All prices must be written in ink or typewritten.

5. **BID PRICES:** Bid price shall be per unit, packed with unbroken seals that are sealed by the manufacturer.

6. **BID AWARD:** Bid will be awarded to the lowest, responsive, responsible bidder meeting all specifications based upon individual line items, sections or total bid. One or more bidder(s) may be designated as approved vendor(s) for "Purchases of Mosquito Control Chemicals" for Hidalgo County. Hidalgo County reserves the right to award separate/multiple contracts when it is in the County's best interest to do so. The County of Hidalgo reserves the right to increase or decrease the quantity purchased based on weather conditions and availability of funds. After bid award and low bidder(s) default(s) in meeting the general instructions to bidders and/or comply with contractual agreement, Hidalgo County reserves the right to seek services from the next low bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).

7. **PURCHASE ORDERS:** Purchase order(s) shall be generated by the Hidalgo County Purchasing Agent to the successful vendor. The purchase order number must appear on all itemized invoices and packing slips. The County will not be held responsible for any orders placed without a valid current purchase order number. Payment will be made for all orders received and accepted by the user department. Purchase orders for "Purchase of Mosquito Control Chemicals" will be released to the successful bidder(s) on **an as-needed basis. MINIMUM ORDERS ARE NOT ACCEPTABLE**.

8. Hidalgo County reserves the right to purchase specified mosquito control chemicals whenever necessary through the Texas Building and Procurement Commission (TBPC) term contract if available.

9. **CONTRACT TERM:** The Contract unit prices will remain firm for an initial one (1) year with Hidalgo County's sole discretion to extend the contract for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the at the end of the contract term for unforeseen delay in the award of the new bid and contingent upon cost to remain unchanged.

10. **INSURANCE REQUIREMENTS:** Vendor must meet Hidalgo County insurance requirements and shall submit documentation requested on Exhibit "C".

11. All costs and expenses associated with the preparation and submission of (bids, proposals

and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

12. **ADDITIONAL INFORMATION:**
Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding this bid to 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 nielda.cavazos@co.hidalgo.tx.us by NO LATER THAN, June 15, *2011 5:00 P.M.* Responses will be sent to all applicants via facsimile or e-mail **by no later** than, ***5:00 P.M., June 17, 2011.***

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY
"Purchase of Mosquito Control Chemicals"
Bid No. 2011-168-06-22-NMC

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.

PRODUCT DESCRIPTION OR EQUIVALENT (INCLUDE BRAND)	UOM	DELIVERED UNIT PRICE AMOUNT
PERMANONE or equivalent, Equivalent:_____	1 gal.	$
	55 gal drum	$
	Other:_____	$
SUMMIT B.T.I. BRIQUETS or equivalent Equivalent: _____	20 CT. PACKET	$
	CASE	$
	OTHER:_____	$

COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER: _____

FAX NUMBER: _____

CELLULAR NUMBER: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

VENDOR REFERENCES

Please list at least three (3) companies or governmental agencies (preferably a municipality) where the same or similar products and/or services as contained in this specification package were recently provided.

THIS FORM MUST BE RETURNED WITH YOUR BID.

REFERENCE ONE

Government/ Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period _____ Scope of Work: _____

REFERENCE TWO

Government/ Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period _____ Scope of Work: _____

REFERENCE THREE

Government/ Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ Fax: _____

Contract Period _____ Scope of Work: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS EXCLUSIONS AND CONDITIONS OF SUCH POLICIES AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GEN'L AGGREGATE	$
					PRODUCTS COMP OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU ☐ OTHER TORY LIMITS	
					E L EACH ACCIDENT	$
					E L DISEASE EA EMPLOYEE	$
					E L DISEASE POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

(THIS PAGE MUST BE SUBMITTED WITH BID)

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

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

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)	The grantor-trustee [3]
b. So-called trust account that is not a legal or valid trust under state law	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 indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

BID PAGE

HIDALGO COUNTY
"Purchase of Mosquito Control Chemicals"
Bid No. 2011-168-06-22-NMC

Awarded Item

Product Description Or Equivalent (Include Brand Name)	UOM	ADAPCO, INC (Summit Briquets)	
	Required Size	Size	Unit Price
PERMANONE or Equivalent:	1 gal.	2x2.5 gl case	$30.23/gl
	55 gal drum	30 gl drum	$28.73/gl
	OTHER:	Other 275 gl tote	25.20gl
SUMMIT B.T.I. BRIQUETS or Equivalent:	20 CT. Packet	20 Ct Packet	No bid
	Case	Case	$57.69/cs
	OTHER:	55gl drum 275gl tote	

EXHIBIT "B"
BID PAGE

HIDALGO COUNTY
"Purchase of Mosquito Control Chemicals"
Bid No. 2011-168-06-22-NMC

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.

PRODUCT DESCRIPTION OR EQUIVALENT (INCLUDE BRAND)	UOM	DELIVERED UNIT PRICE AMOUNT
PERMANONE or equivalent, Permanone 4-8 RTU Equivalent:_____	2x2.5 gl case 1 gal.	$30.23/gl
	~~55~~ 30 gal drum	$28.73/gl
	Other: 275 gl tote	$25.20/gl
SUMMIT B.T.I. BRIQUETS or equivalent Equivalent: _____	20 CT. PACKET	$ NO BID
	CASE	$ 57.69/case
	OTHER:_____	$
Perm-X UL 4-4	55 gl drum	$21.81/gl
Perm-X UL 4-4	275 gl tote	$21.18/gl

COMPANY NAME: ADAPCO, Inc.
ADDRESS: 550 Aero Lane
CITY/STATE/ZIP CODE: Sanford, FL 32771
PHONE NUMBER: 800-367-0659
FAX NUMBER: 866-330-9888
CELLULAR NUMBER: N.A.
AUTHORIZED SIGNATURE:
PRINTED NAME: Tom Wells
TITLE: Vice President
DATE: 6/13/11

OPENED
9:52
6-22-11
Witnessed

EXHIBIT "C"

CERTIFICATE OF INSURANCE

OP ID: JN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 08/09/11

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 McSweeney & Ricci Ins Ag Inc 420 Washington Street P.O. Box 850984 Braintree, MA 02185 SAD Department 3/26/01 781-848-8600 781-843-8807	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS: PRODUCER CUSTOMER ID #: ADAPC-1
INSURED ADAPCO, Inc 550 Aero Lane Sanford, FL 32771	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Chartis Specialty Insurance Co — 26883 INSURER B : Commerce & Industry — 19410 INSURER C : Insurance Company State PA — 19429 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 POLICY [ ] PRO-JECT [ ] LOC			EG2508464	07/20/10	11/01/11	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000 $ 1,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS			CA 4464339	07/20/11	11/01/11	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE X RETENTION $ 10,000			EGU2508466	07/20/10	11/01/11	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		001655096	01/01/11	11/01/11	X WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
REF: 2011-168-06-22-NMC

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
Attn: Purchasing Department
1304 S 25th Street
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

Jane E. Brooks

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AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 16, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

2. **Roll Call** all present

3. **Pledge of Allegiance** all

4. **Prayer** Com Quintanilla

5. **Approval of Consent Agenda** 13 I 2 , 7 a

6. **Open Forum**

7. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

eport only **B.** **AI-27827** Presentation & Acceptance of Independent Audit Report for the year ended December 31, 2010.

C. **AI-28035** Approval to accept a settlement check from Endeavor General Agency in the amount of $884.00 to settle auto accident with County vehicle. (Sheriff Office)

pproved

ecognition only **D.** **AI-28063** Recognition of newly elected District 12 4-H Council Officers

C/mgr **E.** **AI-27777** Discussion, consideration, and approval of First Amendment to Economic Development Agreement with First Hartford Realty and the City of Edinburg regarding Reinvestment Zone Number One, City of Edinburg, TX and the development known generally as "The Shoppes at Rio Grande Valley".

pproved **F.** **AI-28054** Health and Human Services Dept (1100):
Requesting approval to advertise position of Eligibility Specialist I.

G. **AI-28051** IT Dept (1100):
1. Approval to create two (2) temporary full time LUCA Program Clerk positions, slot no.'s 033, & 034, budgeted salary $18,720.00 per yr/ $9.00 per hour.
2. Approval of interdepartmental transfer
3. Approval of revised salary schedule.

approved

Audio **H** **AI-28042** Fire Marshal's Office:
Approval of application for Official County travel to the 13th Annual Texas Fire Marshal's Conference in Austin, Texas for Fire Marshal Juan Martinez.

pproved

Wesley **AI-28067** Fire Marshal's Office:
Requesting approval for Fire Marshal to travel to Austin, Texas on August 30-September 1, 2011

pproved

A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.

B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).

A. **Hidalgo County**

1 **Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

nothing to report

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

nothing to report a-c

3. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

nothing to report a-c

4. AI-28029 Presentation of bid(s) received as contained herein for the purpose of multiple awards and approval of contract(s) by CC meeting all specifications and/or requirements for: Hidalgo County - "Purchase of Mosquito Control Chemicals" RFB: 2011-168-06-22-NMC

approved

5. ~~AI-27947~~ Requesting authority to advertise and approval to auction Abandoned and Unclaimed (pursuant to Texas Local Government Code 263.152 (a)(1)) the items detailed on the A & U List #35 contained herein and eligible for such action in accordance with Texas Code of Criminal Procedures (Article 18.17) conducted, completed and followed by the Hidalgo County Sheriff's Office.

approved

6. AI-27915 Presentation of bids received for the purposes of award by CC from vendors meeting all specifications, and requirements (item by item in each category/i.e. multiple awards) with approval of contracts for: "FIBERGLASS MANHOLES" (RFSQ No. 2011-080-06-08-YSI) with effective dates of September 12, 2011 to September 11, 2012.

approved

B. **Pct. 1**

1. AI-28037 a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional surveyor services;

approved

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 Engineers for Surveying Services for all of Precinct No. 1 R*B/CIP and other projects in general "On an as Needed Basis"

Evaluators	Guzman & Munoz	Sam Engineering	Rio Delta Surveying
Evaluator 1	97	90	84
Evaluator 2	98	96	91
Evaluator 3	90	77	70
Scores	285	263	245
Average	95	87.6	81.6
Ranking	1	2	3

approved

c. Authority for the Purchasing Department to negotiate a professional (Surveying Services) contract with the No. 1 ranked firm of Guzman & Munoz For: the provision of Surveying Services for (all of Precinct No. 1 R&B/CIP and other projects in general "ON an as Needed Basis".

AI-28029 **15. A. 4.**
CC REGULAR
Meeting Date: 08/16/2011
Submitted For: Martha L. Salazar **Submitted By:** Nielda Cavazos, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bid(s) received as contained herein for the purpose of multiple awards and approval of contract(s) by CC meeting all specifications and/or requirements for: Hidalgo County - "Purchase of Mosquito Control Chemicals" RFB: 2011-168-06-22-NMC

BACKGROUND

1. New Contract will commence on August 16, 2011 and ending August 15, 2012
2. Contract documents were reviewed and approved as to form by Legal Counsel
3. Services are for Hidalgo County Health and Human Services Department and Precinct No. 1

Fiscal Impact

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-441-00-340-001-0-425
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 8-12-11 $1,000.00

FISCAL YEAR: 2011 **ACCT. #:** 1-1100-432-00-121-001-0-609
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
Available balance as of 8-12-11 $3,852.60

Attachments

tab vendors
tab sheet
C-11-168-08-16
C-11-168A-08-16

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/12/2011 02:15 PM
Budget & Management	Merlen P. Munoz	08/12/2011 02:28 PM
Rosalinda Cantu	Rosie Cantu	08/12/2011 04:06 PM
Auditor's Office	Angela Garcia	08/12/2011 04:39 PM
Ivan Cantu	Ivan Cantu	08/12/2011 04:51 PM

Form Started By: Nielda Cavazos Started On: 08/11/2011 09:21 AM
Final Approval Date: 08/12/2011

ADAPC-1 OP ID: JN

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/26/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
McSweeney & Ricci Ins Ag Inc
420 Washington Street
P.O. Box 850984
Braintree, MA 02185
SAD Dept mkt
781-848-8600
781-843-8807

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Insurance Company State PA	19429
INSURER B : Chartis Specialty Insurance Co	26883
INSURER C : Commerce & Industry	19410
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Adapco, Inc & Specialty
Professional Products Inc.
550 Aero Lane
Sanford, FL 32771

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		
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Pollution Liab $1 GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC			EG2508464	11/01/11	11/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Emp Ben.	$ $ $ $ $ $ $	1,000,000 300,000 25,000 1,000,000 2,000,000 2,000,000 1,000,000
C	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS			CA4464339	11/01/11	11/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $	1,000,000
B	X UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			EGU2508466	11/01/11	11/01/12	EACH OCCURRENCE AGGREGATE	$ $	5,000,000 5,000,000
A	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		001655096	11/01/11	11/01/12	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $	1,000,000 1,000,000 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
REF: 2011-168-06-22-NMC

RECEIVED
Hidalgo County Health & Human Services
OCT 31 2011
1304 S. 25th Ave
Edinburg, Texas 78542

CERTIFICATE HOLDER

HIDALGO

Hidalgo County
Attn: Purchasing Department
1304 S 25th Street
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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RECEIVED
MAR 07 2012

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
02/28/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Aon Risk Services Central, Inc.
Philadelphia PA Office
One Liberty Place
1650 Market Street
Suite 1000
Philadelphia PA 19103 USA

CONTACT NAME:
PHONE (A/C. No. Ext): (866) 283-7122
FAX (A/C. No.): (847) 953-5390
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A:	Illinois National Insurance Co	23817
INSURER B:	National Union Fire Ins Co of Pittsburgh	19445
INSURER C:	Insurance Company of the State of PA	19429
INSURER D:		
INSURER E:		
INSURER F:		

INSURED
UNIVAR USA INC
17425 NE Union Hill Road
Redmond WA 98052-3375 USA

COVERAGES **CERTIFICATE NUMBER:** 570045381351 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X SIR: $2,000,000 GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			GL2802979 SIR applies per policy terms & conditions	03/01/2012	03/01/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$3,000,000 $300,000 $10,000 $3,000,000 $3,000,000 $3,000,000
B B B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			CA 4806890 Truckers Liability (AOS) CA 4806891 Truckers Liability (MA) CA 4806892 Truckers Liability (VA)	03/01/2012 03/01/2012 03/01/2012	03/01/2013 03/01/2013 03/01/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$5,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WC001591220 AOS SIR applies per policy terms & conditions	03/01/2012	03/01/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
RE: Supplying Vector Chemicals, Location: Hidalgo County.

CERTIFICATE HOLDER

Hidalgo County
Attn: Elena Gomez
2812 S. Bus Hwy. 281
Edinburg TX 78539 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Aon Risk Services Central, Inc.

Holder Identifier :

Certificate No : 570045381351

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AI-33532 **11. G.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Martha L. Salazar Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Tax Office-Edinburg Bookeeping Department:
Requesting authority to purchase a 12-month fax service agreement renewal and authority to execute required agreement for the following with Copy Graphics, Inc.;

Requisition	Model	Serial	Yearly	Effective	Account
219245	Brother 2820 Fax	U61325C7J43163	$125.00	8/7/2012-8/6/2013	2-1100-415-15-140-001-0-432

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-15-140-001-0-432

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

BUDGETARY IMPACT:

Available funds in Requisition #00219245 as of 8/3/12 are $125.00.

Attachments

Copy Graphics-Tax Requisition

Copy Graphics-Tax Agreement

Legal Approval Email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/02/2012 02:58 PM
Budget & Management	Merlen P. Munoz	08/02/2012 03:10 PM
Perla Lopez	Perla Lopez	08/03/2012 09:01 AM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Matilde Faz Started On: 08/01/2012 02:40 PM

Final Approval Date: 08/10/2012

Requisition

Req # 00219245

PO #

Date: 07/11/12

Consent
33532
8/14/12

Bill To: x
x

Vendor : 78174
COPY GRAPHICS, INC
221 NORTH 10TH
MCALLEN TX 78501
FAX (956)630-2628

Ship To: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

Contact: BKKP DEPT
956-289-7472

Contract No:

Special Instructions:
C-117

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
1.00	YEAR	OM LABOR CONTRACT ONLY FOR FAX MACHINE LOCATED AT 2804 S BUS HWY 281 EDINBURG, TX 78539 BOOKEEPING DEPT SERIAL#: U61325C7J43163 MODEL: BROTHER 2820 FAX	125.00	125.00
.00	EACH	OM EFFECTIVE DATE: AUGUST 7, 2012 THRU AUGUST 6, 2013	.00	.00
		Account No	Encumbrance	
		2-1100-415-15-140-001-0-432	125.00	
			Freight	.00
			Total	125.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

ORIGINAL

copy graphics

221 North Tenth St • McAllen, Texas 78501
Phone (956) 631-0205 Fax (956) 630-2628 1-800-894-0133

FAX SERVICE AGREEMENT

This agreement is between Copy Graphics, Inc. and:

Company Name Hidalgo Co Tax Office Cust# 1370

Physical Address 2804 South 281 Billing Address PO Box 178

City/State/Zip Edinburg, TX 78539 City/State/Zip Edinburg, TX 78540

Phone/Fax (956) 289-7472 / (956) 318-2733 Phone/Fax (956) 289-7472 / (956) 318-2130

EQUIPMENT COVERED

Model: Brother 2820 Fax Serial: U61325C7J43163

Options: _____ Serial: _____

Rate: $ 125.00 per year.

Effective dates of agreement from August 7, 2012 to August 6, 2013.

I have read and agree to the terms and conditions of coverage on the reverse side of this service agreement. These conditions constitute the entire understanding between Copy Graphics, Inc. and the company I represent or myself. No other written or oral representations by any party shall be binding upon Copy Graphics, Inc. Prices are subject to change from year to year without notice. **All charges and costs for which Copy Graphics, Inc. sends an invoice to Customer shall be due and payable, in full, thirty (30) days from the date of the invoice. Copy Graphics, Inc. may either suspend service OR charge service on an hourly basis (plus parts and mileage) until all outstanding, overdue invoices are pai d in full.**

_____ SIGN HERE _____
Authorized Signature Title

_____
Print Name

Noaris Hernandez _____
Copy Graphics, Inc. Representative Date

LABOR PLAN TERMS AND CONDITIONS

ACCEPTANCE: Copy Graphics, Inc. (Seller) agrees to provide and the Customer agrees to accept maintenance service on equipment listed at charges indicated in accordance with Seller's service policies. Seller shall have full and free access to the equipment to provide service thereon. Full and free access includes activation of remote access to automated monitoring of meters, consumable supply usage, and service alerts.

ERRORS & OMISSIONS: This contract allows inadvertent mistakes such as mathematical calculations and/or typing errors to be corrected without resulting in a breach of this agreement. All inadvertent errors will be rectified upon discovery and written notice given to the other party.

TERM: The term of this agreement shall be a period of one year commencing on 8/07/2012 to 08/06/2013 unless earlier terminated as herein provided. Costumer may terminate this agreement wihtout cause on thirty (30) days written notice.

SERVICE AVAILABILITY: Service will be rendered under this Agreement only during normal business hours of Seller (Monday through Friday 8 a.m. to 5 p.m. except national holidays).

INCLUSIONS: Labor service plan includes on-site remedial maintenance, lubrication, cleaning and adjustments. The unserviceability of parts will solely be determined by Seller, and replaced on an exchange basis. Replaced parts will become the property of Seller.

EXCLUSIONS: Service and maintenance support to be provided under this Agreement does not include repairs, replacement of parts and labor caused by, arising from, related to or made necessary by: a) use of equipment in a manner not recommended by OEM; b) failure to continually provide a suitable installation environment, including but not limited to, adequate electrical power, air conditioning or humidity control; c) Customer's improper use, management, or supervision of covered equipment; d) accident and disaster, including but not limited to, fire, flood, water, wind or lightening; e) electrical work, devices, cables, etc., external to the equipment; f) the maintenance of accessories, alterations, attachments or other devices not covered by this agreement; g) excessive electrostatic discharge, improper grounding, improper power line protection; h) failure of Customer to perform OEM recommended daily/weekly maintenance and cleaning as described in the manufacturer's operator manuals; i) service providers and parts installers other than the Seller; j) improperly trained and inexperienced operators; k) service related to relocation of equipment; l) all parts and consumable items not specifically listed in inclusions; m) connected products such as computer, printer, software, or network-related failures, programming, or training; n) license and/or installation fees for any renewal or upgrade of any and all software installed on unit; o) service related to installation of additional accessories.

EQUIPMENT OVERHAUL: In the event that Equipment requires repairs beyond the limits of regular service and maintenance, such as, but not limited to, excessive wear and tear, age, long-term use, excessive use or other similar causes, an overhaul, as determined by Seller, may be required. Said overhauls are not covered by this Agreement. In such event an estimate of repairs shall be submitted by Seller to Customer detailing the cost of an overhaul. If Customer does not authorize said overhaul, Seller may discontinue service of the equipment without refund of the unused portion of this Agreement. Seller may refuse to renew this Agreement upon expiration.

ASSIGNMENT: This Agreement is not assignable to a third party without written permission from Seller, such permission not to be unreasonably withheld, and any attempt by Customer to assign any rights, duties, or obligations which arise under this Agreement without such permission shall be void. This contract is not refundable. If the equipment is traded in on new Seller equipment, any unused portion of the yearly contract charge will be prorated and applied towards the maintenance of the new equipment.

LIMITED WARRANTY: Seller warrants that services will be performed hereunder in a workmanlike manner in accordance with reasonable commercial standards. Parts are warranted against defects solely to the extent of the manufacturer's warranty, if any.

DISCLAIMER OF WARRANTY: EXCEPT FOR THE LIMITED WARRANTY SET FORTH ABOVE, REPLACEMENT PARTS, LABOR AND SERVICES ARE PROVIDED "AS IS". SELLER SPECIFICALLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

HAZARDOUS PRODUCTS: Customer acknowledges that there may be products covered under this agreement that may be or become, considered as hazardous materials under various laws and regulations. Seller agrees to make available to Customer, safety information concerning said products. Customer agrees to disseminate such information, so as to give warning of possible hazards to persons who Customer can reasonably foresee may be exposed to such hazards, including but not limited to Customer's employees, agents, contractors and customers. If Customer fails to disseminate such warnings and information, Customer shall defend and indemnify Seller against any and all liability arising out of such failure.

LIMITATION OF LIABILITY: SELLER SHALL NOT BE HELD RESPONSIBLE FOR SELLER'S INABILITY TO PROVIDE TIMELY SERVICE DUE TO DELAYS. IN NO EVENT WILL SELLER, OR ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR AFFILIATES, BE LIABLE TO CUSTOMER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR EXEMPLARY DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OF BUSINESS PROFITS, BUSINESS INTERRUPTION, LOSS OF DATA OR BUSINESS INFORMATION, LIABILITY TO THIRD PARTIES, AND THE LIKE, ARISING OUT OF THE USE OR INABILITY TO USE THE EQUIPMENT. SELLER'S LIABILITY TO CUSTOMER (IF ANY) FOR ACTUAL DIRECT DAMAGES FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, WILL BE LIMITED TO, AND IN NO EVENT EXCEED THE AMOUNT PAYABLE BY CUSTOMER FOR SERVICE AND MAINTENANCE SUPPORT ON THE UNIT OF EQUIPMENT INVOLVED FOR THE THREE (3) MONTHS IMMEDIATELY PRECEDING THE EVENT WHICH ALLEGEDLY GAVE RISE TO THE DAMAGES.

GOVERNING LAW: This contract shall be governed by and construed according to the laws of the State of Texas.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, May 24, 2012 11:42 AM
To: 'Darlene Betancourt'; 'Matilde Faz'; 'Yvette Islas'
Cc: 'Tanya.Delira'; liza.lopez@co.hidalgo.tx.us
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Ms. Yvette:
Please follow legal counsel's recommended changes and either make them here or ask vendor to do so. Get contact information from Maty.
Marty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, May 24, 2012 7:44 AM
To: 'Martha Salazar'
Subject: RE: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

The term on the reverse side must be deleted and the following inserted in lieu ot the deleted paragraph: The term of this agreement shall be a period of one year commencing on---------- and ending on----------unless earlier terminated as herein provided. Customer may terminate this agreement without cause on thirty (30) days written notice

---

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, May 23, 2012 5:08 PM
To: 'Steve Crain'
Cc: 'Matilde Faz'; 'Darlene Betancourt'
Subject: FW: TAX OFFICE "COPY GRAPHICS" AGREEMENTS
Importance: High

Mr. Crain:
Please review and comment as to form.
Marty

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Wednesday, May 23, 2012 4:03 PM
To: 'Martha Salazar'; 'Darlene Betancourt'
Subject: TAX OFFICE "COPY GRAPHICS" AGREEMENTS

Ms. Marty, Ms. Darlene
Can this be email to Legal for review? I will be placing this for the next Commissioner's Court of 6/5/2012
Thanks!

Matilde (Maty) Faz
THE COUNTY OF HIDALGO, TEXAS
Purchase Order Specialist II

AI-33523 **11. H.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Martha Salazar Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County (all funding sources, programs & entities)-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt. RFB NO.: 2012-164-00-00-SGS, including the re-advertising of project in the event no bid responses are received and/or are rejected and project is still required.

BACKGROUND

1. Current contract expires on 12/15/12.
2. New contract will commence on 12/16/12.
3. Proposed schedule of events:
   1st advertisement: August 18, 2012
   2nd advertisement: August 25, 2012
   Bid Opening Date: September 05, 2012

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-121-041-0-731

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

BUDGETARY IMPACT:

Pct 1-$ 452,177.76 as of 08/01/12
Possible funding source. However, no funds are required at this phase of procurement process.

FISCAL YEAR: 2012 ACCT. #: 2-1342-431-00-121-085-0-731

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

BUDGETARY IMPACT:

Pct 1 - $ 125,488.93 as of 08/01/12
Possible funding source. However, no funds are required at this phase of procurement process.

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-121-005-0-673

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

BUDGETARY IMPACT:

Pct 1 - $ 9,723.96 as of 08/01/12
Possible funding source. However, no funds are required at this phase of procurement process.

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-123-005-0-673

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

BUDGETARY IMPACT:

Pct 3 - $ 37,391.36 as of 08/01/12
Possible funding source. However, no funds are required at this phase of procurement process.

FISCAL YEAR: 2012 ACCT. #: 2-1200-431-00-124-007-0-673

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

BUDGETARY IMPACT:

Pct 4 - $ 163.86 as of 08/01/12
Possible funding source. However, no funds are required at this phase of procurement process.

Attachments

Procurement Packet-Draft-Legal approval exhibit

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/02/2012 02:04 PM
Budget & Management	Merlen P. Munoz	08/02/2012 02:29 PM
Rosalinda Cantu	Rosie Cantu	08/02/2012 03:37 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Sandy Suarez Started On: 08/01/2012 01:17 PM

Final Approval Date: 08/10/2012

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

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct 1
Attn: Noe Montez, Dir. Of Mgmt. Support

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez, Chief Admin/Gloria Beltran, Exec Assist.

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez, Field Operations Foreman

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **June 13, 2012**

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2012-164-00-00-SGS Hidalgo County (All Funding Sources, Programs and Entities) - "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ✓	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT NO: 2-1200-431-00-121-005-0-673
2-1342-431-00-121-041-0-673 731
2-1342-431-00-121-035-0-731

	NOE Montez	PCT. 1	6-26-12
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than JUNE 22, 2012 @ 1:30 P.M.

Enclosures

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

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

To: **Hon. Joel Quintanilla, Commissioner**
Hidalgo County Precinct 1
Attn: Noe Montez, Dir. Of Mgmt. Support

To: **Hon. Joseph Palacios, Commissioner**
Hidalgo County Precinct 4
Attn: Marcos Lopez, Chief Admin/Gloria Beltran, Exec Assist.

To: **Hon. Joe, M. Flores, Commissioner**
Hidalgo County Precinct 3
Attn: Saul Ramirez, Field Operations Foreman

From: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department.

Date: **June 13, 2012**

Re: **Approval or Disapproval of Specifications for: RFB NO.: 2012-164-00-00-SGS Hidalgo County (All Funding Sources, Programs and Entities) - "CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"**

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department. If you have any questions, please call me at (956) 318-2626 ext# 4860.

APPROVE ✓	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify) _____

BUDGET ACCOUNT NO: 2-1200-431-00-193-005-0-673

J. M. Flores	Joe M. Flores	Pct#3	6/14/12
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than JUNE 22, 2012 @ 1:30 P.M.

Enclosures

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

MEMORANDUM

(APPROVAL OF SPECIFICATIONS)

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APPROVE	DISAPPROVE
APPROVED WITH MODIFICATIONS	

FUNDS AVAILABILITY: ✓ YES / _____ NO/ _____ Other

(Specify)_____

BUDGET ACCOUNT NO: 2-1200-431-00 -124- 007-0-673

Pct 4

[signature]	Roman Rodriguez	Roads & Bridges	7/3/12
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than JUNE 22, 2012 @ 1:30 P.M.

Enclosures

EXHIBIT "A"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"
BID NO.: 2012-164-00-00-SGS

1. SPECIFICATIONS:

INFORMATION/ INSTRUCTIONS TO BIDDERS:
The purchase of **CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT** will be only on an **"As Needed Basis"** by Hidalgo County, (All funding sources, i.e. CIP, CAP and Rd & Bridge, etc).

- **MATERIAL:** CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT
- **INCREMENTS:** BID PRICE SHOULD BE IN INCREMENTS OF 1,000 UP TO 5,000 GALLONS
- **SPECIAL CONDITIONS:** BID PRICE BY THE GALLON (FREIGHT TO BE INCLUDED). VENDOR MUST SUPPLY PUMP AND HOSE (FOR UNLOADING).

***SAMPLE** - Enter Bid amounts in Exhibit "B - Bid Page"*

QUANITY (ONLY ON AN AS NEEDED BASIS)	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $

LOCATIONS, CONTACTS AND DELIVERY INSTRUCTIONS:

PRECINCT NO. 1	PRECINCT NO. 3	PRECINCT NO. 4
MILE 11 N. and 1 ½ miles W. from FM 1015 Sunrise Hill Park Weslaco, TX. 78596	7 Mile line and Iowa Rd. Mission, TX. 78572	1051 N. Doolittle Edinburg, TX. 78541
CONTACT:	**CONTACT:**	**CONTACT:**
Noe Montez, Dir. of Mgmt. Support (956) 968-8733	Saul Ramirez, Field Operations Director (956) 585-4509	Marco Lopez, Chief Administrator (956) 383-3112

- Delivery hours will be arranged with the Precincts when requiring **CRS-2 (Cationic Rapid Setting) Emulsified Asphalt**. Hidalgo County reserves the right to add or delete locations (pits) throughout the contract term.

2. REQUIREMENTS:

- The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.
- The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT regulations and requirements.
- Bidder will provide all labor, machinery and equipment, tools and materials required to render services.

3. TERMS & CONDITIONS:

1. The contract term will be for a period of six (6) months with County's option to extend the contract for additional six (6) months based on performance, evaluation and contingent upon terms, conditions and cost remaining unchanged, and/or sixty (60) day grace period at the end of the contract for unforeseen delays on subsequent contract award. It is agreed and understood that Hidalgo County will purchase no more material than is needed. Prices must remain firm during the contract period unless modifications are agreed and approved by Hidalgo County Commissioner's Court.

2. County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

3. Hidalgo County reserves the right to award the bid to ONE or MULTIPLE bidders, if the County determines it is in its best interest to do so.

4. The Contract for the material shall remain in effect until **a**) contract expires, **b**) delivery/completion of services ordered , **c**) terminated by either party with a thirty (30) day written notice prior to any cancellation. The successful bidder must state in writing the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

5. Insurance requirements must be met and a copy of the Certificate of Insurance (Acord form) must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder. Insurance requirements for this project to be maintained throughout the contract term.(refer to insurance requirements in ("Exhibit C")

6. After bid is awarded and low bidder(s) default in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County the right to seek services from the next low bidder. In such event, the County shall charge the successful bidder the difference for any additional cost of such item

7. In the event the material furnished does not meet the County's requirements (regardless of weather, test acceptability, method of repair or other conditions), the County reserves the option to require the material supplier to replace or to reimburse the County for unused portion of material found to be unsatisfactory.

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8. Hidalgo County reserves the right to seek purchases for **"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** from state awarded venders, whenever it is in the best interest of the County to do so.

9. **All cost and expenses associated with the preparation and submission of (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.**

10. Bidder(s) have been in business for at least two (2) years.

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Bidder(s) agrees that to the extent an item is unavailable from Bidders(s) own inventory, Bidder(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

14. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

15. The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

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EXHIBIT "A"

HIDALGO COUNTY

(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)

"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"

BID NO.: 2012-164-00-00-SGS

ADDITONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, Attn: Sandy Suarez, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us by NO LATER THAN, **WEDNESDAY, MONTH 00, 2012 by 5:00 P.M.** Responses will be sent to all applicants via e-mail by no later than, **FRIDAY, MONTH 00, 2012 by 5:00 P.M.**

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Bid No: 2012-164-00-00-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626

REQUEST FOR BIDS

HIDALGO COUNTY

(All Funding Sources, Programs & Entities)

"CRS-2(Cationic Rapid Setting) EMULSIFIED ASPHALT"

BID OPENING DATE: Month 00, 2012 @ 9:30 a.m.

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 (All Funding Sources, Programs & Entities)-"CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"** 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-2012-164-00-00-SGS- HIDALGO COUNTY (All Funding Sources, Programs & Entities)-" CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"** in County's Purchasing Department, 2802 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, Month 00, 2012.**

   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-2012-164-00-00-SGS-HIDALGO COUNTY (All Funding Sources, Programs & Entities) CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"
   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS**:

- Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number and Contract Number (if any)
d) Notation **"HIDALGO COUNTY (All Funding Sources, Programs & Entities)-"CRS-2 (Cationic Rapid Setting) Emulsified Asphalt"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.\

e) **Contract Number must be indicated on all invoices.**

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2808 S. Business Hwy. 281
Edinburg, Texas 78539

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**Month 00, 2012**
Award of Contract	_____ 2012
Commence Work or Deliver Products	_____, 2012

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.
- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.
- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST**

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform 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 (All Funding Sources, Programs & Entities)
"CRS-2 (Cationic Rapid Setting) EMULSIFIED ASPHALT"

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 "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2011-225-09-28-SGS
BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)

NIGP Commodity Code:

QUANITY **(Only On An As Needed Basis)**	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $

Bidder's Information:

Bidder/Company Name:_____

Address: _____

City/State/Zip Code:_____

Phone & Fax No.'s:_____

Cell Phone:_____

Authorized Signature:_____

Printed Name:_____

Title:_____

REQUIREMENTS AGREEMENT
C-12-164-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the _____, 2012 by and between _____, a Texas Corporation ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"**, as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"CRS-2 (CATIONIC RAPID SETTING) EMULSIFIED ASPHALT"** in the areas of Hidalgo County projects for a period of six (6) months from _____ and may be extended with the County's discretion for an additional six (6) months and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this contract upon thirty (30) days written notice at any time for any reason or no reason at all.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in

such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer: Hidalgo County
Attn: County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

If to Seller:

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

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

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the

parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

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

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

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

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

l. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

m. **Insurance.** Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit AC@ attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination,

claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

APPROVED BY COMMISSIONERS COURT ON,_____.

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

By_____

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:

By:_____
Printed Name:_____
Title:_____

DRAFT

EXHIBIT "A"

REQUEST FOR BID (RFB) PROCUREMENT PACKET

DRAFT

EXHIBIT "B"

BID PAGE

DRAFT

EXHIBIT "C"

CERTIFICATE OF INSURANCE

DRAFT

Sandy Suarez

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 01, 2012 12:52 PM
To: 'Sandy Suarez'
Subject: FW: RFB No: 2012-164-Hidalgo County (All Funding Sources, Programs & Entities)"CRS-2(Cationic Rapid Setting) Emulsified Asphalt" Request for Draft

Importance: High

HHHHOOOOORRRRAAAAYYY!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, August 01, 2012 12:48 PM
To: 'Martha Salazar'
Subject: RE: RFB No: 2012-164-Hidalgo County (All Funding Sources, Programs & Entities)"CRS-2(Cationic Rapid Setting) Emulsified Asphalt" Request for Draft

The draft contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, August 01, 2012 12:06 PM
To: 'Steve Crain'
Cc: 'Sandy Suarez'
Subject: FW: RFB No: 2012-164-Hidalgo County (All Funding Sources, Programs & Entities)"CRS-2(Cationic Rapid Setting) Emulsified Asphalt" Request for Draft
Importance: High

Mr. Crain:
Please review, correct and comment as to form for purposes of completing procurement packet for authority to advertise.
Marty

From: rocio.villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, August 01, 2012 11:39 AM
To: 'Martha Salazar'
Cc: 'Sandy Suarez'
Subject: FW: RFB No: 2012-164-Hidalgo County (All Funding Sources, Programs & Entities)"CRS-2(Cationic Rapid Setting) Emulsified Asphalt" Request for Draft
Importance: High

Ms Marty,

Can you please forward to legal the draft agreement for approval as to form so we may proceed with Com Court approval to advertise. Thank you.

From: Sandy Suarez [mailto:sandy.suarez@co.hidalgo.tx.us]
Sent: Tuesday, July 17, 2012 3:16 PM
To: 'rocio.villarreal'
Subject: RFB No: 2012-164-Hidalgo County (All Funding Sources, Programs & Entities)"CRS-2(Cationic Rapid Setting) Emulsified Asphalt" Request for Draft
Importance: High

Good Afternoon Rocio,

EXHIBIT "B"

HIDALGO COUNTY
(ALL FUNDING SOURCES, PROGRAMS AND ENTITIES)
"CRS-2 (CATIONIC RAPID SETTING) EMULSFIED ASPHALT"
BID NO.: 2012-164-00-00-SGS
BID PAGE

Vendor must thoroughly fill in each section of the Bid Page ("Exhibit B") if applicable.
Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

Bid Price by the Gallon (Freight to Be Included). Vendor Must Supply Pump and Hose (For Unloading)

NIGP Commodity Code:

QUANITY **(Only On An As Needed Basis)**	DELIVERED PRICE AMOUNT	ADDITIONAL COST (SPECIFY)
LOADS OF 1000 GALLONS OR LESS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 1,001 TO 2,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 2,001 TO 3,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 3,001 TO 4,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $
LOADS OF 4,001 TO 5,000 GALLONS	$_____PER GAL. (FREIGHT INCLUDED)	DEMURRAGE: $

Bidder's Information:

Bidder/Company Name:_____

Address: _____

City/State/Zip Code:_____

Phone & Fax No.'s:_____

Cell Phone:_____

Authorized Signature:_____

Printed Name:_____

Title:_____

AI-33471 **11. I.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Authority to exercise the FIRST (1ST) YEAR of the additional two (2) one (1) year options to extend/renew provided in the current contract for:"COMMISSARY SUPPLIES" in connection the Contracts (detailed below) for Hidalgo County Sheriff's Office, under the same rates, terms and conditions, effective 08/19/12.

a. C-11-083-08-16 - CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY COMPANY
b. C-11-083A-08-16 - RENE LUCIO d/b/a R & R DISTRIBUTING

2. Authority to exercise the SECOND (2ND) & FINAL YEAR of the additional two (2) one (1) year options to extend/renew as provided in the current contract with NTC DRUG TESTING SERVCES, INC. d/b/a NURSES, TECHNICIANS and COLLECTORS for the purposes of:"DRUG TESTING SERVICES" for the Hidalgo County Sheriff's Office in connection to Contract# E-11-240-08-16 (C-09-160-07-14), under the same rates, terms and conditions, effective 08/22/12.

BACKGROUND

Extension/Renewal-CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY COMPANY
Extension/Renewal-RENE LUCIO d/b/a R & R DISTRIBUTING
Extension/Renewal-NTC DRUG TESTING SVC INC d/b/a NURSES, TECHNICIANS and COLLECTORS

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Vendors will supply products which will generate revenue to operate the Commissary for Adult Detention Facility.

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-339

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

BUDGETARY IMPACT:

Attachments

Extension-Centric Grp LLC dba Keefe Supp Co-HCSO

Extension-R & R Distributing-HCSO

EXTENSION LETTER

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/01/2012 01:41 PM
Budget & Management	Merlen P. Munoz	08/01/2012 01:57 PM
Manuel Chapa	Manuel Chapa	08/02/2012 02:27 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Letty Saenz Started On: 07/27/2012 04:37 PM

Final Approval Date: 08/10/2012

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

June 27, 2012

Blake Taylor, Account Manager
CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY CO.
10880 Linpage Place
St. Louis, MO 63132
P (800) 593-0039 C (214) 392-7248

via email btaylor@keefegroup.com
via facsimile (972) 272-5387

Re: ***Renewal/Extension for Contract #C-11-083-08-16-"Commissary Supplies" (on an as needed basis) - Hidalgo County Sheriff's Office***

Dear Mr. Taylor:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **First (1st) Year** of the additional two (2) one (1) year periods as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us immediately in order to meet the agenda request form deadlines.

By: _____ Date: 8/6/12

Blake Taylor, Account Manager
Authorized Signatory for **CENTRIC GROUP, LLC**
d/b/a **KEEFE SUPPLY CO.**

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

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

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/23/2011

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
(314) 919-1231
Wells Fargo Insurance Services USA, Inc
1401 South Brentwood Boulevard, Suite 625
St. Louis, MO 63144

INSURED
Keefe Commissary Network, LLC
10880 Linpage Place
St. Louis, MO 63132

JAN 4 2012
C.S.-337

CONTACT NAME: Maureen Youngblood
PHONE (A/C, No, Ext): (314) 919-3075 **FAX (A/C, No):** 314-919-1101
E-MAIL ADDRESS: maureen.youngblood@wellsfargo.com

INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A :	Great Northern Insurance Company	20303
INSURER B :	Federal Insurance Company	20281
INSURER C :		
INSURER D :		
INSURER E :		
INSURER F :		

COVERAGES **CERTIFICATE NUMBER:** 3696675 **REVISION NUMBER:** See below

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			7321-00-90	01/1/12	01/01/13	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ Included
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT X LOC							$
B	AUTOMOBILE LIABILITY			7321-00-92	01/01/12	01/01/13	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			7165-55-50	01/01/12	01/01/13	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N	N/A					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

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Certificate holder shown below is included as an additional insured for general liability coverages shown when required by written contract regarding their interest in the operations / premises of the named insured.

CERTIFICATE HOLDER

Hidalgo County
Purchasing Department
ATTN: Leticia H. Saenz CPPB/Contracts Manager
2812 South 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

The ACORD name and logo are registered marks of ACORD © 1988-2010 ACORD CORPORATION. All rights reserved.



CYB09A23/001140/02/02/0/0/0/0

REQUIREMENTS AGREEMENT
C-11-083-08-16

THIS AGREEMENT (the "Agreement") is entered into effective as of the **16th** day of **August, 2011** by and between **Centric Group, LLC** d/b/a **Keefe Supply Company** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** for the **"Commissary Supplies" (on an as needed basis)** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year**, **with the County's sole option to** extend/renew for an additional two (2) one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **August 19, 2011** and expire on **August 18, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

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

If to Buyer:

Hidalgo County
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:

Centric Group, LLC d/b/a
Keefe Supply Company
10880 Linpage Place
St. Louis, MO 63132

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

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

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

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

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

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. §

271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

Approved By Commissioners Court: August 16, 2011.

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr., County Clerk

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 8/16/11 RO

COMPANY:

8/30/11

By: Centric Group, LLC d/b/a
Keefe Supply Company
Printed Name: Blake Taylor
Title: Account Manager

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

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

May 31, 2011

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
REQUEST FOR BIDS -**"COMMISSARY SUPPLIES"**
BID NO: 2011-083-06-15-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

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE
"COMMISSARY SUPPLIES"
RFB NO: 2011-083-06-15-SMA

1. Request For Bid Letter, consist of __1__ page.
2. Request for Bid, Legal Notice, consisting of __8__ pages.
3. Exhibit "A" Specifications, consisting of __3__ pages.
4. Exhibit "B" Bid Page, consisting of __5__ pages.
5. Exhibit "C" Insurance Requirements, consisting of __4__ pages.
6. Exhibit "D" Conflict of Interest Questionnaire (CIQ), consist of __1__ page.
7. Vendor/Bidder Application and W-9 form(s) consisting of __6__ pages.
8. Certification Regarding Debarment consist of __1__page.
9. Draft Requirement Agreement, consisting of __10__pages.

The above mentioned items shall be found in the Request for Bids RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

May 31, 2011
Date

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

Bid No: 2011-083-06-15-SMA	Buyer: Sandra Montalvo	Tel. No.: (956) 318-2626 ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"COMMISSARY SUPPLIES"

Bid Opening Date: June 15, 2011@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539
956-318-2626

Form HCPD-05

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE- "COMMISSARY SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidder guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and Three (3) copies of all bids are required with bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **"BID-2011-083-06-15-SMA- HIDALGO COUNTY SHERIFF'S OFFICE–COMMISSARY SUPPLIES"** and in County's Purchasing Department, Physical Address: 2802 S. Business Highway 281, Postal/Mailing Address: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, 78539 **on or before 9:30 a.m., Wednesday, June 15, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for mis-sent or misplaced bids.

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.

   One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases from this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s).

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL).

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

Failure 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. The County may purchase on the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. No price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the 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. Purchase orders shall be generated by the County to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets.

County will not be held responsible for any orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:**

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM, Monday- Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
- At least seventy two (72) hours prior notice of delivery must be given to. Martha L. Salazar, Purchasing Agent before delivery will be accepted, unless other delivery arrangements have been made.
- Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.
- At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate department(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the County reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
- For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.
- The County reserves the right to pick up orders during emergency situations.
- If you need additional information, contact information will be provided upon contract award

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- All vendors doing business with the County must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.
  a) Invoices must include:
  b) Name and address of successful bidder
  c) Name and address of receiving department or official (signed delivery tickets)
  d) Purchase Order Number (if any)
  e) Notation-**"HIDALGO COUNTY SHERIFF'S OFFICE- COMMISSARY SUPPLIES"**

f) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Vehicle title paperwork must be properly filled out and provided at time of delivery.
- The following documentation must be included:

  a) Certificate of Origin (signed Title, if used vehicle purchase)
  b) Application For Texas Certificate Of Title (Form 130-U)
  c) Odometer Disclosure Statement

- Discount payments will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by County. The County reserves the right to negotiate the price of any product listed in the catalog when larger quantities are requested by a user department.

- Contact person for Billing and Payment questions:

Attn: Sheriff Guadalupe "Lupe" Trevino
HIDALGO COUNTY SHERIFF'S OFFICE
711 El Cibolo Road
Edinburg, Texas 78539
(956) 383-8114

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	**June 15, 2011**
Projected Award of Contract or Issuance of Purchase Order	**_____, 2011**
Projected Commence Work or Deliver Products	**_____, 2011**

18. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the 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.

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 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**.

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. Vendors must provide, at no cost, at lease one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC, or NEMA.

20. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.html . If the bidder is not incorporated in Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

21. Successful bidder will pay or cause to be paid, without cost or expenses to 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.

22. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the 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.

23. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

24. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

25. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"COMMISSARY SUPPLIES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281– New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Hidalgo County Sheriff's Office
"Commissary Supplies"
BID No. 2011-083 06-15-SMA
SPECIFICATIONS/REQUIREMENTS

1) The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Sheriff's Office. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

2) Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor(s) to furnish "***COMMISSARY PRODUCTS***" on an "***As Needed Basis***" including, but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

1) 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 onto Hidalgo County Sheriff's Office.

2) Hidalgo County Sheriff's Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

3) All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.

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

6) Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

7) Hidalgo County Sheriff's Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

8) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

9) Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.

10) ***SUPPLIES REQUIRED:***
Hidalgo County Sheriff's Office requires Total/Full Jail Inmate Commissary products such as but not limited to following:

- Snacks
- Sugar & artificial sweetener
- Drinks/drink mix
- Candies
- Small supplies such as pens/pencils/envelopes/etc.
- Personal items (combs, lotion, etc.)
- Personal hygiene items
- Dental care items
- Various over –the-counter medications
- Sports bras, women's undergarments, men's undergarments, T-shirts, shower shoes

11) Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January through December 2010 is as follows:

Total inventory purchases:

- **$ 588,905.00** (Current average daily total detention center population is at 1148).

12) Hidalgo County Sheriff's Office reserves the right to add/delete items as it deems to be in the best interest of the County.

13) ***PRODUCT CONTAINERS:*** No glass or metal containers shall be allowed. Size and type of containers shall be approved by Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

14) ***SECURITY:*** All security provisions established for the facility shall be strictly followed. Hidalgo County Sheriff's Office reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

15) All food products must be properly labeled, only fresh and legal products shall be delivered to the Commissary. Item(s) found defective or not meeting specifications shall immediately be picked and replaced by the awarded vendor.

16) Hidalgo County Sheriff's Office reserves the right to search any bags or personal items brought into the jail by the awarded vendor at any time. The County may request a complete list of awarded vendor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Vendor's employees shall be in company uniform, and be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

17) ***RECORD/INVENTORY:*** Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

18) Commissary items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County Sheriff's Office.

19) ***MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:***

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

A) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- 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.

B) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

C) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

D) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, attn: Sandra2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail sandra.montalvo@co.hidalgo.tx.us by no LATER THAN, Wednesday, June 08, 2011 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, June 10, 2011, by 5:00 p.m. Telephone Inquiries WILL NOT be accepted.

EXHIBIT "B"

Hidalgo County Sheriff's Office
"Commissary Supplies"
BID No. 2011-083 06-15-SMA
BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

	LIST OF ITEMS	UNIT PRICE
1.	Hygiene Kit (4" T-Brush / T-Paste 1.05 oz. / Deodorant 0.05 oz.)	$
2.	Almond Joy Bar 1.61.oz	$
3.	Baby Ruth 2.1 oz.	$
4.	Butter Finger Bar 2.1 oz.	$
5.	Snickers Almond Bar 1.76 oz.	$
6.	Milky Way Bar 2.05 oz.	$
7.	Pay Day Bar 1.85 oz.	$
8.	Snickers Bar 2.07 oz.	$
9.	3 Musketeers Bar 2.13 oz.	$
10.	Skittles "Original Fruits" 2.17 oz. bag	$
11.	M & M Peanuts 1.74 oz. bag	$
12.	Twix Bar 2.0 oz.	$
13.	Peanut Pattie 1.75 oz.	$
14.	Reese's Peanut Butter Cups 1.5 oz.	$
15.	Ramen Soups 3 oz. Clear Pack (chili,beef,chicken,Shrimp Chili Lime Shrimp,Spicy Chicken, Spicy Beef)	$
16.	Chili Corn Nuts-1.4 oz	$
17.	Ranch Corn Nuts -1.4 oz	$
18.	Salted Peanuts 1.75 oz. bag	$
19.	Chunk Light Tuna 4.23 oz. Pouch	$
20.	Refried Beans Resealable Pouch 6 oz.	$
21.	Jalapeno Cheese Spread 8 oz. Plastic Tub	$
22.	Beef Jerky Stick 2 oz.	$
23.	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle	$
24.	Peanut Butter Squeezers 1.12 oz.	$
25.	Chili No Beans 11.25oz. Pouch	$
26.	Chili w/Beans 11.25oz. Pouch	$
27.	Hot Chili w/Beans 11.25 oz. Pouch	$
28.	Roast Beef & Gravy 10 oz. Pouch	$
29.	Sardines in Hot Tomato Sauce 3.53oz. Pouch	$
30.	Fish Fillets 3.53oz. Pouch	$
31.	B.B.Q. Potato Chips 1.5 oz. bag	$

	LIST OF ITEMS	UNIT PRICE
32.	Flaming Hot Cheetos 1.5oz. bag	$
33.	BBQ Corn Chips 1.5oz. bag	$
34.	Doritos Nacho Cheese 1.5oz	$
35.	Tortilla Chips 12 oz. bag	$
36.	Tostadas 12oz. pack	$
37.	Tabikos or Takis 4 oz. bag	$
38.	Hot/Spicy Pork Cracklings 2 oz.	$
39.	Snack Crackers 12 oz. box	$
40.	Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray	$
41.	Zinger Cremes 4 oz. pack	$
42.	Cinnamon Rolls 4 oz. pk	$
43.	Honey Bun 6oz. pk	$
44.	Chocolate Cupcakes (2-pk) – 4 oz.	$
45.	Moon pies (banana/strawberry/chocolate) 2.75 oz.	$
46.	Cherry/Strawberry Danish	$
47.	Coca Cola Classic 20 oz. plastic bottle	$
48.	Sprite 20 oz. plastic bottle	$
49.	Fanta Orange 20 oz. plastic bottle	$
50.	Dr. Pepper 20 oz. plastic bottle	$
51.	Diet Coke 20 oz. plastic bottle	$
52.	Diet Dr. Pepper 20 z. plastic bottle	$
53.	Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch	$
54.	Coffee Mug w/Lid 14 oz.	$
55.	Hot Cocoa Mix 1oz. bag	$
56.	Cereal Bowl w/Lid 24 oz.	$
57.	Ozarka Spring Water 20 oz. plastic bottle	$
58.	Sugar Cubes 1 1b. bx	$
59.	Grey Sweatshirts (small thru 4XL)	$
60.	White Sport Bras (medium thru 3XL)	$
61.	White Boxer Shorts (small thru 6XL)	$
62.	White Thermal Underwear Set (small thru 6XL)	$
63.	Men White Crew Neck T-shirts (Small thru 6XL)	$
64.	White Men Briefs (small thru 5XL)	$
65.	Men's/Ladies Crew Socks (one size fits all)	$
66.	White Ladies Panties (Size 5 thru 18)	$
67.	White Men's/Ladies Velcro Tennis Shoes (Size 6-13)	$
68.	Tylenol Extra Strength (2 gel pouch) 50 ct. bx	$
69.	Advil Coated (2 tablet pouch) 50 ct. box	$
70.	Motrin Ibuprofen (2 tablet pouch) 50 ct. bx	$
71.	Tums	$
72.	Anti Shank Security Toothbrush & Clear Cap	$

	LIST OF ITEMS	UNIT PRICE
73.	Anti-Shank Security Razor – Single Edge	$
74.	Jolly Ranchers 3.7 oz. Assorted Bag	$
75.	Sunflower Kernels 4 oz. Bag	$
76.	Starlite Mints 3.75 oz. Bag	$
77.	Elastic Pony Tails 18 ct. pk-black	$
78.	St. Valentines Cards (English/Spanish) 6/pk	$
79.	Happy Easter Card (English/Spanish) 6/pk	$
80.	Happy Mother's Day Card (English/Spanish) 6/pk	$
81.	Father's Day Card (English/Spanish) 6/pk	$
82.	Happy Birthday Card (English/Spanish) 6/pk	$
83.	Thanksgiving Day Card (English/Spanish) 6/pk	$
84.	Christmas Card (English/Spanish) 6/pk	$
85.	Oral Pain Relief 0.33 oz. Tube	$
86.	Alcohol – Free Mouthwash 8 oz. Plastic Bottle	$
87.	Alcohol – Free Hair Gel 16 oz. Plastic Bottle	$
88.	Athletes Foot Cream 0.05 oz. Tube	$
89.	Hydrocortisone Cream 1 oz. Tube	$
90.	Chap Stick Lip Balm 15 oz.	$
91.	Hemorrhoid Ointment 2 oz. Tube	$
92.	Muscle Rub 3 oz. Tube	$
93.	Medicated Chest Rub 3.53 oz.	$
94.	Floss Loops "Mint Flavor" 30 ct. Plastic Bag	$
95.	Eye Drops 0.05 oz.	$
96.	Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box	$
97.	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx	$
98.	Acne Gel Medication 1 oz. Tube	$
99.	Contact Lens M/P Solution 8 oz.	$
100.	Legal Gummed Pads (8 ½ x 11")	$
101.	3 ½" Flexible Pencil	$
102.	Bubble Cushioned Envelope (6" x 9")	$
103.	#10 White Security Envelopes	$
104.	No Clasp Envelope (9" x 12")	$
105.	Twin Pocket Folders	$
106.	Dictionary (English – Spanish & English)	$
107.	Word Seek Puzzles Books	$
108.	Sketch Pads (50 Sheets)	$
109.	Playing Cards Deck	$
110.	4 ½" Flexible Black Ink Pen	$
111.	Tracing Paper Pad (40 Sheets)	$
112.	Tan PVC Shower Sandals (Size 8 thru 13)	$
113.	Colgate "Red Gel" Toothpaste 4.2 oz.	$

	LIST OF ITEMS	UNIT PRICE
114.	Close Up "Red Gel" Toothpaste 4.0 oz.	$
115.	Three Flowers Brilliantine 4 oz.	$
116.	Dandruff Shampoo & Conditioner 14.2 oz.	$
117.	Nair Hair Removal 9 oz.	$
118.	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	$
119.	Razorless Hair Removing Cream 6 oz.	$
120.	After Shave Lotion 4 oz.	$
121.	Baby Lotion 15 oz.	$
122.	Shaving Gel 3 oz. Clear Tube	$
123.	White Handkerchief (15" x 15")	$
124.	VO5 Extra Body Shampoo 15.0 oz.	$
125.	VO5 Extra Body Conditioner 15.0 oz.	$
126.	Suave Powder Fresh Deodorant 1.7 oz. Clear	$
127.	Hinged Soap Dish Box- Regular Size	$
128.	Dial -Hypo Allergenic Soap	$
129.	Dial Soap 4 oz.	$
130.	Greaseless Skin Cream 4.5 oz.	$
131.	Cocoa Butter Moisturizing Soap 3.6 oz.	$
132.	Hair Moisturizer 4 oz. Tube	$
133.	Palm Hair Brush Flexible – Black	$
134.	Tampons – Singles (Regular/Super/Junior) 40 ct. Box	$
135.	Disposable Douche 6 oz.	$
136.	White Washcloth (12"x12")	$

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
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED [illegible] (Any one person)	$
					PERS[illegible] & ADV INJURY	$
					[illegible]AL AGGREGATE	$
					[illegible]DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bond (if applicable)_____

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

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** ☐ **Less than 250,000 annual gross receipt** ☐ **Less than 499,000 annual gross receipt** ☐ **More than 500,000 annual gross receipt** ☐ **Black American** ☐ **Hispanic American** ☐ **Asian Pacific American** ☐ **Native American** ☐ **Women** ☐ **Other**
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐**Yes** ☐ **No**

If yes, by whom?: ☐ **Texas Building & Procurement Commission** ☐ **Other**_____

Indicate Certification No(s).:_____ **or Are Certificate(s) Attached?:** ☐ **Yes** ☐ **No**

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or 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.

EXHIBIT "B"

BID PAGE and TABULATION SHEET

CENTRIC GROUP, LLC d/b/a KEEFE SUPPLY

EXHIBIT "B"

Hidalgo County Sheriff's Office
"Commissary Supplies"
BID No. 2011-083 06-15-SMA

BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit **"B"**) if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

	LIST OF ITEMS	UNIT PRICE
1.	Hygiene Kit (4" T-Brush / T-Paste 1.05 oz. / Deodorant 0.05 oz.)	
2.	Almond Joy Bar 1.61.oz	$0.62
3.	Baby Ruth 2.1 oz.	$0.62
4.	Butter Finger Bar 2.1 oz.	$0.62
5.	Snickers Almond Bar 1.76 oz.	$0.62
6.	Milky Way Bar 2.05 oz.	$0.62
7.	Pay Day Bar 1.85 oz.	$0.62
8.	Snickers Bar 2.07 oz.	$0.62
9.	3 Musketeers Bar 2.13 oz.	$0.62
10.	Skittles "Original Fruits" 2.17 oz. bag	$0.62
11.	M & M Peanuts 1.74 oz. bag	$0.62
12.	Twix Bar 2.0 oz.	$0.62
13.	Peanut Pattie 1.75 oz.	No Bid
14.	Reese's Peanut Butter Cups 1.5 oz.	$0.62
15.	Ramen Soups 3 oz. Clear Pack (chili, beef, chicken, Shrimp Chili Lime Shrimp, Spicy Chicken, Spicy Beef)	$0.19
16.	Chili Corn Nuts-1.4 oz	$0.40
17.	Ranch Corn Nuts -1.4 oz	$0.40
18.	Salted Peanuts 1.75 oz. bag	$0.24
19.	Chunk Light Tuna 4.23 oz. Pouch	$0.85
20.	Refried Beans Re-sealable Pouch 6 oz.	$0.80
21.	Jalapeno Cheese Spread 8 oz. Plastic Tub	$0.90
22.	Beef Jerky Stick 2 oz./ **KC Masterpiece 2 oz**	$1.18
23.	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle/**Jelly (Grape/Strawberry) 20.5oz Squeeze Bottle**	$1.68
24.	Peanut Butter Squeezers 1.12 oz.	$0.16
25.	Chili No Beans 11.25 oz. Pouch	$1.07
26.	Chili w/Beans 11.25 oz. Pouch	$1.07
27.	Hot Chili w/Beans 11.25 oz. Pouch	$1.07
28.	Roast Beef & Gravy 10 oz. Pouch	$2.15
29.	Sardines in Hot Tomato Sauce 3.53 oz. Pouch	$0.75
30.	Fish Fillets 3.53 oz. Pouch	$0.75

OPENED
10:25
6-15-11
Witnessed

31.	B.B.Q. Potato Chips 1.5 oz. bag	$0.24

OPENED
10:25
6-15-11
Witnessed

	LIST OF ITEMS	UNIT PRICE
32.	Flaming Hot Cheetos 1.5oz. bag/**Flaming Hot Cheetos 1.75oz. bag**	$0.34
33.	BBQ Corn Chips 1.5oz. bag/**Hot BBQ Corn Chips 1.5oz. bag**	$0.24
34.	Doritos Nacho Cheese 1.5oz/**Doritos Nacho Cheese 1.75oz. bag**	$0.34
35.	Tortilla Chips 12 oz. bag/**CA Round Tortilla Chips 12oz. bag**	$0.94
36.	Tostadas 12 oz. pack	No Bid
37.	Tabikos or Takis 4 oz. bag/ **Takis 4 oz Nitro and Fuego Flavors**	$1.15
38.	Hot/Spicy Pork Cracklings 2 oz.	$0.53
39.	Snack Crackers 16 oz. box	$1.48
40.	Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray/**Zippy Cakes Cookies (duplex/vanilla) 6oz. ray**	$0.42
41.	Zinger Cremes 4 oz. pack	No Bid
42.	Cinnamon Rolls 4 oz. pk	$0.42
43.	Honey Bun 6 oz. pk	$0.45
44.	Chocolate Cupcakes (2-pk) - 4 oz.	$0.50
45.	Moon pies (banana/strawberry/chocolate) 2.75 oz.	$0.33
46.	Cherry/Strawberry Danish	$0.42
47.	Coca Cola Classic 20 oz. plastic bottle	$0.88
48.	Sprite 20 oz. plastic bottle	$0.88
49.	Fanta Orange 20 oz. plastic bottle	$0.80
50.	Dr. Pepper 20 oz. plastic bottle	$0.88
51.	Diet Coke 20 oz. plastic bottle	$0.80
52.	Diet Dr. Pepper 20 oz. plastic bottle	$0.88
53.	Maxwell House Instant Coffee 4 oz. Re-sealable Clear Pouch	$2.35
54.	Coffee Mug w/Lid 14 oz.	$1.10
55.	Hot Cocoa Mix 1 oz. bag	$0.13
56.	Cereal Bowl w/Lid 24 oz.	$0.52
57.	Ozarka Spring Water 20 oz. plastic bottle	$0.55
58.	Sugar Cubes 1 lb. bx	$1.55
59.	Grey Sweatshirts (small thru 4XL)	$9.90
60.	White Sport Bras (medium thru 3XL)	$2.25
61.	White Boxer Shorts (small thru 6XL)	$2.35
62.	White Thermal Underwear Set (small thru 6XL)	No Bid
63.	Men White Crew Neck T-shirts (Small thru 6XL)	$2.55
64.	White Men Briefs (small thru 5XL)	$1.65
65.	Men's/Ladies Crew Socks (one size fits all)	$0.78
66.	White Ladies Panties (Size 5 thru 18)	
67.	White Men's/Ladies Velcro Tennis Shoes (Size 6-13)	No Bid
68.	Tylenol Extra Strength (2 gel pouch) 50 ct. bx/**2-Pack**	$0.42
69.	Advil Coated (2 tablet pouch) 50 ct. box/**2-Pack**	$0.42
70.	Motrin Ibuprofen (2 tablet pouch) 50 ct. bx	No Bid
71.	Turns	$0.32
72.	Anti Shank Security Toothbrush & Clear Cap	No Bid

OPENED
10:25
6-15-2011
Witnessed

	LIST OF ITEMS	UNIT PRICE
73.	Anti-Shank Security Razor - Single Edge	$0.21
74.	Jolly Ranchers 33 oz. Assorted Bag/**3.7oz. bag**	$0.55
75.	Sunflower Kernels 4 oz. Bag/**3.25oz. bag**	$0.50
76.	Starlite Mints 3.75 oz. Bag	$0.36
77.	Elastic Pony Tails 18 ct. pk - black	$0.60
78.	St. Valentines Cards (English/Spanish) 6/pk/**Each**	$0.75
79.	Happy Easter Card (English/Spanish) 6/pk/**Each**	$0.75
80.	Happy Mother's Day Card (English/Spanish) 6/pk/**Each**	$0.75
81.	Father's Day Card (English/Spanish) 6/pk/**Each**	$0.75
82.	Happy Birthday Card (English/Spanish) 6/pk/**Each**	$0.75
83.	Thanksgiving Day Card (English/Spanish) 6/pk/**Each**	$0.75
84.	Christmas Card (English/Spanish) 6/pk/**Each**	$0.75
85.	Oral Pain Relief 0.33 oz. Tube	$0.95
86.	Alcohol - Free Mouthwash 8 oz. Plastic Bottle	$0.61
87.	Alcohol - Free Hair Gel 16 oz. Plastic Bottle/**Next1 Hair Gel 15oz.**	$1.58
88.	Athletes Foot Cream 0.05 oz. Tube	$1.05
89.	Hydrocortisone Cream 1 oz. Tube	$0.99
90.	Chap Stick Lip Balm 15 oz.	$1.18
91.	Hemorrhoid Ointment 2 oz. Tube	$2.55
92.	Muscle Rub 3 oz. Tube	$1.75
93.	Medicated Chest Rub 3.53 oz.	$1.20
94.	Floss Loops "Mint Flavor" 30 ct. Plastic Bag	No Bid
95.	Eye Drops 0.05 oz.	$1.60
96.	Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. bx/**2-Pack**	$0.45
97.	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx/**2-Pack**	$0.45
98.	Acne Gel Medication 1 oz. Tube/**Dr. Sheffield's Acne Cream 1oz. tube**	$1.10
99.	Contact Lens M/P Solution 8 oz.	No Bid
100.	Legal Gummed Pads (8-1/2" x 11")	$0.55
101.	3-1/2" Flexible Pencil	No Bid
102.	Bubble Cushioned Envelope (6" x 9")	No Bid
103.	#10 White Security Envelopes	$0.02
104.	No Clasp Envelope (9" x 12")	$0.09
105.	Twin Pocket Folders	No Bid
106.	Dictionary (English - Spanish & English)	$1.45
107.	Word Seek Puzzles Books	No Bid
108.	Sketch Pads (50 Sheets)	$0.55
109.	Playing Cards Deck/**Aviator Playing Cards (deck)**	$0.98
110.	4 1/2" Flexible Black Ink Pen	$0.35
111.	Tracing Paper Pad (40 Sheets)	No Bid
112.	Tan PVC Shower Sandals (Size 8 thru 13)	$1.75
113.	Colgate "Red Gel" Toothpaste 4.2 oz.	$1.75

OPENED
10-25
6-15-11
Witnessed

	LIST OF ITEMS	UNIT PRICE
114.	Close Up "Red Gel" Toothpaste 4.0 oz.	$1.20
115.	Three Flowers Brilliantine 4 oz.	$1.41
116.	Dandruff Shampoo & Conditioner 14.2 oz.	No Bid
117.	Nair Hair Removal 9 oz.	No Bid
118.	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	$1.98
119.	Razorless Hair Removing Cream 6 oz.	$3.24
120.	After Shave Lotion 4 oz.	$0.95
121.	Baby Lotion 15 oz./**Baby Oil 14oz.**	$1.55
122.	Shaving Gel 3 oz. Clear Tube/**Protection Shave Gel 7oz. Clear Tube**	$1.05
123.	White Handkerchief (15" x 15")	$0.52
124.	VO5 Extra Body Shampoo 15.0 oz.	$1.10
125.	VO5 Extra Body Conditioner 15.0 oz.	$1.10
126.	Suave Powder Fresh Deodorant 1.7 oz. Clear	$1.18
127.	Hinged Soap Dish Box-Regular Size	$0.35
128.	Dial -Hypo Allergenic Soap	No Bid
129.	Dial Soap 4 oz.	$0.70
130.	Greaseless Skin Cream 4.5 oz.	$1.15
131.	Cocoa Butter Moisturizing Soap 3.6 oz./**Next1 Cocoa Butter Soap 5oz.**	$0.45
132.	Hair Moisturizer 4 oz. Tube	$1.75
133.	Palm Hair Brush Flexible — Black	$0.30
134.	Tampons — Singles (Regular/Super/Junior) 40 ct. Box	No Bid
135.	Disposable Douche/**Massengill Xtra Cleansing Douche 2pk**	$1.65
136.	White Washcloth (12" x 12")	$0.32

OPENED
10:25
6-15-11
Witnessed

Awarded items to:

KEEFE SUPPLY

Item No.	LIST OF ITEMS	UNIT PRICE
2	Almond Joy Bar 1.61.oz	**$0.62**
3	Baby Ruth 2.1 oz.	**$0.62**
4	Butter Finger Bar 2.1 oz.	**$0.62**
5	Snickers Almond Bar 1.76 oz.	**$0.62**
6	Milky Way Bar 2.05 oz.	**$0.62**
7	Pay Day Bar 1.85 oz.	**$0.62**
8	Snickers Bar 2.07 oz.	**$0.62**
9	3 Musketeers Bar 2.13 oz.	**$0.62**
10	Skittles "Original Fruits" 2.17 oz. bag	**$0.62**
11	M & M Peanuts 1.74 oz. bag	**$0.62**
12	Twix Bar 2.0 oz.	**$0.62**
14	Reese's Peanut Butter Cups 1.5 oz.	**$0.62**
15	Ramen Soups 3 oz. Clear Pack (chili,beef,chicken,Shrimp Chili Lime Shrimp, Spicy Chicken, Spicy Beef)	**$0.19**
16	Chili Corn Nuts-1.4 oz	**$0.40**
17	Ranch Corn Nuts -1.4 oz	**$0.40**
18	Salted Peanuts 1.75 oz. bag	**$0.24**
19	Chunk Light Tuna 4.23 oz. Pouch	**$0.85**
20	Refried Beans Resealable Pouch 6 oz.	**$0.80**
21	Jalapeno Cheese Spread 8 oz. Plastic Tub	**$0.90**
23	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle	**$1.68** (jelly-grape/strawberry) 20.5 oz squeeze bottle)
24	Peanut Butter Squeezers 1.12 oz.	**$0.16**
25	Chili No Beans 11.25oz. Pouch	**$1.07**
26	Chili w/Beans 11.25oz. Pouch	**$1.07**
27	Hot Chili w/Beans 11.25 oz. Pouch	**$1.07**
28	Roast Beef & Gravy 10 oz. Pouch	**$2.15**
29	Sardines in Hot Tomato Sauce 3.53oz. Pouch	**$0.75**
30	Fish Fillets 3.53oz. Pouch	**$0.75**
31	B.B.Q. Potato Chips 1.5 oz. bag	**$0.24**
32	Flaming Hot Cheetos 1.5oz. bag	**$0.34** (flaming hot cheetos 1.75 oz. bag)
34	Doritos Nacho Cheese 1.5oz	**$0.34** (Doritos nacho cheese 1.75 oz.bag)
35	Tortilla Chips 12 oz. bag	**$0.94** (CA round tortilla chips 12oz. bag)
38	Hot/Spicy Pork Cracklings 2 oz.	**$0.53**
39	Snack Crackers 12 oz. box	**$1.48**
42	Cinnamon Rolls 4 oz. pk	**$0.42**
43	Honey Bun 6oz. pk	**$0.45**
44	Chocolate Cupcakes (2-pk) – 4 oz.	**$0.50**
45	Moon pies (banana/strawberry/chocolate) 2.75 oz.	**$0.33**
46	Cherry/Strawberry Danish	**$0.42**
47	Coca Cola Classic 20 oz. plastic bottle	**$0.88**

Item No.	LIST OF ITEMS	UNIT PRICE
48	Sprite 20 oz. plastic bottle	**$0.88**
49	Fanta Orange 20 oz. plastic bottle	**$0.80**
50	Dr. Pepper 20 oz. plastic bottle	**$0.88**
51	Diet Coke 20 oz. plastic bottle	**$0.80**
52	Diet Dr. Pepper 20 z. plastic bottle	**$0.88**
53	Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch	**$2.35**
54	Coffee Mug w/Lid 14 oz.	**$1.10**
55	Hot Cocoa Mix 1oz. bag	**$0.13**
56	Cereal Bowl w/Lid 24 oz.	**$0.52**
58	Sugar Cubes 1-lb. box	**$1.55**
60	White Sport Bras (medium thru 3XL)	**$2.25**
61	White Boxer Shorts (small thru 6XL)	**$2.35**
63	Men White Crew Neck T-shirts (Small thru 6XL)	**$2.55**
64	White Men Briefs (small thru 5XL)	**$1.65**
65	Men's/Ladies Crew Socks (one size fits all)	**$0.78**
68	Tylenol Extra Strength (2 gel pouch) 50 ct. bx	**$0.42** (2-pack)
69	Advil Coated (2 tablet pouch) 50 ct. box	**$0.42** (2-pack)
71	Tums	**$0.32**
73	Anti-Shank Security Razor – Single Edge	**$0.21**
74	Jolly Ranchers 3.7 oz. Assorted Bag	**$0.55** (3.7oz..bag)
75	Sunflower Kernels 4 oz. Bag	**$0.50**
76	Starlite Mints 3.75 oz. Bag	**$0.36**
78	St. Valentines Cards (English/Spanish) 6/pk	**$0.75** each
79	Happy Easter Card (English/Spanish) 6/pk	**$0.75** each
80	Happy Mother's Day Card (English/Spanish) 6/pk	**$0.75** each
81	Father's Day Card (English/Spanish) 6/pk	**$0.75** each
82	Happy Birthday Card (English/Spanish) 6/pk	**$0.75** each
83	Thanksgiving Day Card (English/Spanish) 6/pk	**$0.75** each
84	Christmas Card (English/Spanish) 6/pk	**$0.75** each
85	Oral Pain Relief 0.33 oz. Tube	**$0.95**
86	Alcohol – Free Mouthwash 8 oz. Plastic Bottle	**$0.61**
87	Alcohol – Free Hair Gel 16 oz. Plastic Bottle	**$1.58** (next1 hair gel 15oz.)
88	Athletes Foot Cream 0.05 oz. Tube	**$1.05**
89	Hydrocortisone Cream 1 oz. Tube	**$0.99**
90	Chap Stick Lip Balm 15 oz.	**$1.18**
91	Hemorrhoid Ointment 2 oz. Tube	**$2.55**
92	Muscle Rub 3 oz. Tube	**$1.75**
93	Medicated Chest Rub 3.53 oz	**$1.20**
95	Eye Drops 0.05 oz.	**$1.60**
96	Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box	**$0.45** (2-pack)
97	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx	**$0.45** (2-pack)
98	Acne Gel Medication 1 oz. Tube	**$1.10** (Dr. Sheffield's acne cream 1oz tube)

Item No.	LIST OF ITEMS	UNIT PRICE
100	Legal Gummed Pads (8 ½ x 11")	**$0.55**
103	#10 White Security Envelopes	**$0.02**
104	No Clasp Envelope (9" x 12")	**$0.09**
106	Dictionary (English – Spanish & English)	**$1.45**
108	Sketch Pads (50 Sheets)	**$0.55**
109	Playing Cards Deck	**$0.98** (aviator playing cards (deck)
110	4 ½" Flexible Black Ink Pen	**$0.35**
112	Tan PVC Shower Sandals (Size 8 thru 13)	**$1.75**
113	Colgate "Red Gel" Toothpaste 4.2 oz.	**$1.75**
114	Close Up "Red Gel" Toothpaste 4.0 oz.	**$1.20**
115	Three Flowers Brilliantine 4 oz.	**$1.41**
118	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	**$1.98**
119	Razorless Hair Removing Cream 6 oz.	**$3.24**
120	After Shave Lotion 4 oz.	**$0.95**
122	Shaving Gel 3 oz. Clear Tube	**$1.05** (protection shave gel 7oz. clear tube)
123	White Handkerchief (15" x 15")	**$0.52**
124	VO5 Extra Body Shampoo 15.0 oz.	**$1.10**
125	VO5 Extra Body Conditioner 15.0 oz.	**$1.10**
126	Suave Powder Fresh Deodorant 1.7 oz. Clear	**$1.18**
127	Hinged Soap Dish Box- Regular Size	**$0.35**
129	Dial Soap 4 oz.	**$0.70**
130	Greaseless Skin Cream 4.5 oz.	**$1.15**
131	Cocoa Butter Moisturizing Soap 3.6 oz.	**$0.45** (Next1 cocoa butter soap 5oz.)
132	Hair Moisturizer 4 oz. Tube	**$1.75**
133	Palm Hair Brush Flexible – Black	**$0.30**
135	Disposable Douche 6 oz.	**$1.65** (massengill extra cleansing douche 2pk)
136	White Washcloth (12"x12")	**$0.32**

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CENTR-3

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 6/10/2011

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 (314) 919-1231 Wells Fargo Insurance Services USA, Inc 1401 South Brentwood Boulevard, Suite 625 St. Louis, MO 63144	**CONTACT NAME:** Christy Woodson **PHONE (A/C, No, Ext):** (314) 919-1231 **FAX (A/C, No):** 314-919-1101 **E-MAIL ADDRESS:** christy.ewoodson@wellsfargo.com
INSURED Centric Group, LLC DBA Keefe Supply Company 10880 Linpage Place St. Louis, MO 63132	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** Great Northern Insurance Company — 20303 **INSURER B :** Federal Insurance Company — 20281 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 2857371 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	X		7321-00-90	01/1/11	01/01/12	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 $ Included $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			7321-00-92	01/01/11	01/01/12	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	[ ] **UMBRELLA LIAB** [ ] OCCUR [ ] **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		7165-55-50	01/01/11	01/01/12	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

County of Hidalgo is included as an additional insured for general liability coverages shown where required by written contract regarding their interest in the operations / premises of the named insured.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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APPROVED

AI-27942 **15. G. 1.**

CC REGULAR

Meeting Date: 08/16/2011

Submitted For: Martha Salazar Submitted By: Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bid(s) received for the purpose of award and approval of contract(s) by CC to vendors submitting lowest pricing and meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office-Commissary Supplies through RFB No. 2011-083-06-15-SMA.

BACKGROUND

1. Current Contract expires August 18, 2011
2. Contract Document has been reviewed & approved as to form by legal counsel.
3. Recommended vendors are "Rene Lucio-R & R Distributing" and "Keefe Supply"
4. Services will be on as needed basis.

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Vendors will supply products which will generate revenue to operate the commissary for the Adult Dentention Facility.

Attachments

Dept's recommendation, participation log,
contract #C-11-083-08-16-Centric Group LL dba Keefe Supply Co
C-11-083A-08-16-Rene Lucio dba R&R Distributing
email frm legal apprvd contract documents

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/10/2011 01:47 PM
Budget & Management	Merlen P. Munoz	08/10/2011 02:33 PM
Manuel Chapa	Manuel Chapa	08/11/2011 04:55 PM
Auditor's Office	Arcilia Duran	08/12/2011 01:01 PM

Form Started By: Sandra Montalvo Started On: 08/08/2011

Final Approval Date: 08/12/2011

CC Approved August 16, 2011

AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
August 16, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

2. **Roll Call** all present

3. **Pledge of Allegiance** all

4. **Prayer** Com Quintanilla

5. **Approval of Consent Agenda** 13 I 2 , 7 a

6. **Open Forum**

7. **Executive Officer - Valde Guerra:**

A. 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

report only **B.** **AI-27827** Presentation & Acceptance of Independent Audit Report for the year ended December 31, 2010.

approved **C.** **AI-28035** Approval to accept a settlement check from Endeavor General Agency in the amount of $884.00 to settle auto accident with County vehicle. (Sheriff Office)

recognition only **D.** **AI-28063** Recognition of newly elected District 12 4-H Council Officers

C/mgr **E.** **AI-27777** Discussion, consideration, and approval of First Amendment to Economic Development Agreement with First Hartford Realty and the City of Edinburg regarding Reinvestment Zone Number One, City of Edinburg, TX and the development known generally as "The Shoppes at Rio Grande Valley".

approved **F.** **AI-28054** Health and Human Services Dept (1100):
Requesting approval to advertise position of Eligibility Specialist I.

approved **G.** **AI-28051** IT Dept (1100):
1. Approval to create two (2) temporary full time LUCA Program Clerk positions, slot no.'s 033, & 034, budgeted salary $18,720.00 per yr/ $9.00 per hour.
2. Approval of interdepartmental transfer
3. Approval of revised salary schedule.

Austin **H** **AI-28042** Fire Marshal's Office:
approved Approval of application for Official County travel to the 13th Annual Texas Fire Marshal's Conference in Austin, Texas for Fire Marshal Juan Martinez.

AI-28067 Fire Marshal's Office:
Requesting approval for Fire Marshal to travel to Austin, Texas on August 30-September 1, 2011

approved

CC Approved August 16, 2011

CC Approved August 16, 2011

Donna – Fire Station Equipment funds will be utilized along with City of Donna General Funds.

11. **Elections Administration - Yvonne Ramon:**

approved

A. **AI-27938** Approval of Contract for Election Services between Hidalgo County and Mission Consolidated Independent School District for their election to be held on September 17, 2011.

12. **Auditor's Office - Ray Eufracio:**

approved

A. **AI-28028** Requesting approval to waive new employee enrollment procedures to fill Accountant I position, slot no. 0044.

13. **Planning Department - Raul Sesin:**

approved

A. **AI-28021** Final Approval:
1. Mile 6 Acres Subdivision – Pct. 1 (Jorge Gonzalez)

B. **AI-27913** 1. Appointment of Member for the Hidalgo County Subdivision Advisory Board
a. County Judge Emily Rays Rickers

2. Appointment of Member for the Hidalgo County Board of Building Line Adjustment
a. County Judge

14. **Budget & Management - Sergio Cruz:**

presentation only

A. **AI-28065** Presentation and discussion on 2012 Budget Process status.

approved

B. **AI-27984** Discussion, consideration and approval to submit an Economically Disadvantaged Counties Program (EDCP) application and affidavit for consideration of local participation reduction for a bridge replacement project (CR 229 Mile 17 1/2 Rd @ Drainage Ditch - STR # A02-29-002).

approved 1-4

C. **AI-27432** 1. Discussion, consideration and action to enter into The Texas VINE Annual Maintenance Grant Contract - fiscal year 2012 with the Office of the Attorney General of Texas and authorization for County Judge to sign the required documents.

2. Approval of Certification of Revenues as certified by the County Auditor for the Texas VINE Annual Maintenance Grant.

3. Approval of of appropriation of funds for the Texas VINE Program in the amount of $30,710.00.

approved

4. Discussion, consideration and action to enter into a Service Agreement Renewal between Appriss and Hidalgo County for the period of September 1, 2011 to August 31, 2012 in the amount of $30,710.00 and authorization for County Judge to sign the required documents.

D. **Budget Appropriations:**

approved

1. **AI-27937** Constable Precinct No. 2 (1284):
Approval of appropriation of the FY2010 Operation Stonegarden Grant funds for the Constable Precinct No. 2 in the total amount of $7,812.48.

approved

2. **AI-28016** Constable Precinct No. 3 (1284):
Approval of appropriation of the FY2010 Operation Stonegarden Grant funds for the Constable Precinct No. 3 in the total amount of $20,090.11.

approved a-b

3. **AI-28046** Pct. #1 Drainage Improvement (1200):
a. Approval of certification of revenues as certified by the County Auditor for Pct. 1 Drainage Improvement labor reimbursements.
b. Approval of 2011 appropriation of funds for the Pct. 1 Drainage Improvement (fund 1200, program 052) in the amount of $103,271.75 to fund payroll expenditures in relation to the Pct. 1 Drainage Improvement Project.

15. **Purchasing Department - Marty Salazar:**
Notes:

CC Approved August 16, 2011

County Community Service Agency–Purchase and Disposal of Window Units" RFP #2011-126-05-25-YSI.

G. Sheriff's Office

1. **AI-27942** Presentation of bid(s) received for the purpose of award and approval of contract(s) by CC to vendors submitting lowest pricing and meeting all specifications and/or requirements as attached hereto for: Hidalgo County Sheriff's Office-Commissary Supplies through RFB No. 2011-083-06-15-SMA.

approved

2. **AI-28020** Requesting approval of Supplemental Agreement No. 1 to C-08-223-11-04, (an increase in the amount of $7,620.80),for current contract with Dos Logistics, Inc. for the Hidalgo County Sheriff's Office Substation in the Precinct No. 1 Area, to reflect additional construction staking required.

approved

16. Closed Session:
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

A. Real Estate Acquisition

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. AI-27986 Claim of Elvia Rodriguez

E. AI-27988 Claim of City of Penitas

F. AI-28050 CL-11-2386-A; Arturo & Erica Garza v. Justice Court Pct. 3 Pl.1, Hidalgo County, et.al

17. Open Session:

A. Real Estate Acquisition and appropriation for same

B. Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

C. Pending and/or potential litigation

D. AI-27987 Claim of Elvia Rodriguez

E. AI-27989 Claim of City of Penitas

F. AI-28052 CL-11-2386-A; Arturo & Erica Garza v. Justice Court Pct. 3 Pl.1, Hidalgo County, et.al

18. Closed Session:
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

19. Open Session:
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

20. Adjourn

CC Approved August 16, 2011

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

June 27, 2012

Rene Lucio, Owner
RENE LUCIO d/b/a R & R DISTRIBUTING
5705 E. Texas Rd.
Edinburg, Texas 78539
Ph. (956) 451-1831

via email roselucio@sbcglobal.net
via facsimile (956) 287-9614

Re: Renewal/Extension for Contract #C-11-083A-08-16-"Commissary Supplies" (on an as needed basis) for Hidalgo County Sheriff's Office

Dear Mr. Lucio:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **First (1st) Year** of the additional two (2) one (1) year periods as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us immediately in order to meet the agenda request form deadlines.

By: _____ Date: 08-06-2012

Rene Lucio, Owner
Authorized Signatory for **R & R Distributing** d/b/a
R & R Distributing

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

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

xc: file

R&RDI-1 OP ID: MLM

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/06/12

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.

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PRODUCER
IBC Insurance Agency, LTD- SA
P.O. Box 39790
San Antonio, TX 78218-6790
Chad Hainley
210-646-9870
210-646-8418

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford Insurance	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
R & R Distributing
Rene Lucio Dba
5835 East Texas Rd.
Edinburg, TX 78542

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			65SBMIM6993	07/01/12	07/01/13	EACH OCCURRENCE	$	1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$	300,000
							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)	$	
								$	
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$	
							AGGREGATE	$	
								$	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC 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

County of Hidalgo
P.O. Box 1228
Edingburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Attn: Lefty

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/06/2012

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	JAIME ZAPATA JR. 508 N. 10TH ST. STE C-1 PO BOX 5069 MCALLEN, TX 78502
CONTACT NAME:	LIDIA ARROYO
PHONE (A/C, No, Ext):	956-630-2936
FAX (A/C, No):	956-6[illegible]-6207
E-MAIL ADDRESS:	lidia.arroyo.nfxt@statefarm.com
INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Mutual Automobile Insurance Company	25178
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	
INSURED	LUCIO, RENE DBA R & R DISTRIBUTING 5835 E TEXAS RD EDINBURG TX 78542-7264

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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						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			124 4052-A16	07/16/2012	01/16/2013	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	ALL OWNED AUTOS	X	SCHEDULED AUTOS				BODILY INJURY (Per accident)	$ 500,000
	HIRED AUTOS		NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	$ 500,000
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A				E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

05 GMC K2500 PICKUP VIN: 1GTHK23U55F929404

07 WELL UT TRAILER VIN: 1W4200G2872059904

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S BUS HWY 281
EDINBURG TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Jaime Zapata by Lidia Arroyo

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1001486 13[illegible]9.7 03-01-2012

LSAS

EXHIBIT "C"

Insurance Requirements

AFFIDAVIT ON
EXEMPTION FROM WORKERS COMPENSATION INSURANCE

I, ***Rene Lucio***, authorized representative for ***R & R Distributing***, do hereby affirm that I am exempt from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. as I am a sole proprietor and do not employ any individuals under contract of hire as defined by the aforementioned law.

Rene Lucio, Owner
R & R Distributing

NOTARY STATEMENT

I, Dina Araguz, a Notary Public, do hereby certify that on this the 6th day of August, 2012, personally appeared before me Rene Lucio, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, and that the statement contained therein is true and correct.

Notary Public, State of Texas

DINA ARAGUZ
Notary Public
STATE OF TEXAS
My Com. Exp. 06-11-2013

Printed/Typed Name: Dina Araguz

My Commission Expires: 6/11/2013

REQUIREMENTS AGREEMENT
C-11-083A-08-16

THIS AGREEMENT (the "Agreement") is entered into effective as of the **16th** day of **August, 2011** by and between **Rene Lucio** d/b/a **R & R Distributing** ("Seller") and **Hidalgo County, Texas** ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office** for the **"Commissary Supplies" (on an as needed basis)** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's sole option to** extend/renew for an additional two (2) one (1) year terms based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **August 19, 2011** and expire on **August 18, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

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

If to Buyer:

Hidalgo County
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:

Rene Lucio d/b/a
R & R Distributing
5835 East Texas Rd.
Edinburg, Texas 78542-7264

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

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

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

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

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

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

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

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

Approved By Commissioners Court: August 16, 2011.

COUNTY OF HIDALGO

ATTEST:

Arturo Guajardo Jr., County Clerk

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 8-16-11

COMPANY:

By: Rene Lucio d/b/a
R & R Distributing
Printed Name: Rene Lucio
Title: Owner

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

By: _____
Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB)PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

May 31, 2011

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
REQUEST FOR BIDS -**"COMMISSARY SUPPLIES"**
BID NO: 2011-083-06-15-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

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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE
"COMMISSARY SUPPLIES"
RFB NO: 2011-083-06-15-SMA

1. Request For Bid Letter, consist of __1__ page.
2. Request for Bid, Legal Notice, consisting of __8__ pages.
3. Exhibit "A" Specifications, consisting of __3__ pages.
4. Exhibit "B" Bid Page, consisting of __5__ pages.
5. Exhibit "C" Insurance Requirements, consisting of __4__ pages.
6. Exhibit "D" Conflict of Interest Questionnaire (CIQ), consist of __1__ page.
7. Vendor/Bidder Application and W-9 form(s) consisting of __6__ pages.
8. Certification Regarding Debarment consist of __1__page.
9. Draft Requirement Agreement, consisting of __10__pages.

The above mentioned items shall be found in the Request for Bids RFB packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

May 31, 2011
Date

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

Bid No: 2011-083-06-15-SMA	Buyer: Sandra Montalvo	Tel. No.: (956) 318-2626 ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"COMMISSARY SUPPLIES"

Bid Opening Date: June 15, 2011@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281 – New Administration Building
Edinburg, Texas 78539
956-318-2626

Form HCPD-05

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE- "COMMISSARY SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth; Bidder guarantees products/services offered will meet, or exceed, the written specifications identified in the bid. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). All deviations from the specifications must be noted in writing, in detail, by the bidder at the time of submittal of the bid. Strong rationale must be presented for any deviation from the specifications. The absence of a written list of specification deviations will hold the bidder strictly accountable to the County to the specifications as written. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid. Any deviation from the specifications as written which the bidder did not previously submit prior to bid opening, as required, will be grounds for rejection of the materials/goods/services and/or equipment when delivered.

2. One (1) original and Three (3) copies of all bids are required with bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **"BID-2011-083-06-15-SMA- HIDALGO COUNTY SHERIFF'S OFFICE–COMMISSARY SUPPLIES"** and in County's Purchasing Department, Physical Address: 2802 S. Business Highway 281, Postal/Mailing Address: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, 78539 **on or before 9:30 a.m., Wednesday, June 15, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County. Hidalgo County will not be responsible for mis-sent or misplaced bids.

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.

   One or more vendors may be designated as approved "Primary" and/or "Secondary" vendors for purchases from this contract through the effective period of the award. In situations when purchasing from the Primary Vendor(s) is not in the best interest of the County (e.g., when vendor fails to meet established delivery schedules), departments may purchase from the Secondary Vendor(s).

   If a vendor is in default on an order, the County reserves the right to purchase the item in default and charge the increase in price, if any, and cost of handling to the vendor. Failure to pay a damage assessment is cause for contract cancellation and/or suspension or removal of the vendor from the County's Centralized Master Bidders List (CMBL).

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Once a contract is awarded, no substitutions of products on the orders will be allowed without prior written consent from ordering department(s). Substitutions must be approved prior to shipment on a trial basis only, until original item(s) becomes available. Outstanding orders are not automatically amended by an approved substitution.

Failure 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. The County may purchase on the open market any commodity reported by a vendor to be on back order when the resultant delivery time is unsatisfactory. Damage may be applicable in cases of a pattern of back orders. Back orders received after the delivery scheduled date will not be accepted.

5. For work 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. A bid cannot be altered or amended after the bid opening date and time. Any alterations made before the opening date and time shall be initialed by the bidder or the bidder's authorized agent identified in the bid.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening. No bid can be withdrawn after the bid opening date and time without approval of County. All approvals shall be based upon an acceptable written reason for the action. Prices submitted for the bid must be current and in effect at the time of the bid opening and shall remain firm throughout the contract term, including any contract extensions. No price increases are allowed. Vendors are required to implement immediately any price decreases, roll backs, etc. that may become available. The County must be notified in writing of any decreases for file updating purposes and notice to contract users.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the 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. Both unit prices and extensions must be submitted. In case of discrepancies, unit prices shall govern.

13. Funds for this procurement have been provided through the 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. Purchase orders shall be generated by the County to the successful bidder(s). The purchase order number must appear on all itemized invoices, packing slips and delivery tickets.

County will not be held responsible for any orders placed/delivered without a valid, signed purchase order.

14. Upon award and prior to execution of a contract. Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **POST AWARD PRODUCTS DELIVERY INSTRUCTIONS:**

- Materials and supplies must be shipped within 72 hours from arrival of purchase order.
- Deliveries shall be accepted between 8:00 AM, Monday- Friday, unless prior approvals for after-hours deliveries have been obtained from respective department(s) contact person(s) before delivery will be accepted, unless other delivery arrangements have been made.
- At least seventy two (72) hours prior notice of delivery must be given to. Martha L. Salazar, Purchasing Agent before delivery will be accepted, unless other delivery arrangements have been made.
- Deliveries not made within delivery schedule shall be considered delinquent. Delinquent orders shall constitute a breach of contract. The vendor must notify the requesting department of orders that exceed the delivery schedule to either cancel the order or extend the delivery schedule for that order.
- At least seventy-two (72) hours prior to notice of a foreseen delivery delay shall also be given to appropriate department(s) contact person(s). The County has the right to extend the delivery date if reasons appear valid. The vendor must keep the County advised at all times of the status of the order(s). If the vendor has orders in their possession which have not been completed within the specified delivery time, the County reserves the right to withhold issuances of further orders until all orders have been filled and acceptable assurance has been given that the event will not be repeated.
- For items not in stock at the time of order, vendor is to contact respective department(s) for approval, or cancellation, of a delivery time and date.
- The County reserves the right to pick up orders during emergency situations.
- If you need additional information, contact information will be provided upon contract award

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- All vendors doing business with the County must have on file a Form W-9, Request for Taxpayer Identification Number and Certifications. A copy of this form is included for your use and is to be submitted with your bid, if not on file.
  a) Invoices must include:
  b) Name and address of successful bidder
  c) Name and address of receiving department or official (signed delivery tickets)
  d) Purchase Order Number (if any)
  e) Notation-**"HIDALGO COUNTY SHERIFF'S OFFICE- COMMISSARY SUPPLIES"**

f) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Vehicle title paperwork must be properly filled out and provided at time of delivery.
- The following documentation must be included:

  a) Certificate of Origin (signed Title, if used vehicle purchase)
  b) Application For Texas Certificate Of Title (Form 130-U)
  c) Odometer Disclosure Statement

- Discount payments will be considered when offered. Price decreases are acceptable. Volume discount on products are acceptable by County. The County reserves the right to negotiate the price of any product listed in the catalog when larger quantities are requested by a user department.

- Contact person for Billing and Payment questions:

Attn: Sheriff Guadalupe "Lupe" Trevino
HIDALGO COUNTY SHERIFF'S OFFICE
711 El Cibolo Road
Edinburg, Texas 78539
(956) 383-8114

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 A.M.	**June 15, 2011**
Projected Award of Contract or Issuance of Purchase Order	**_____, 2011**
Projected Commence Work or Deliver Products	**_____, 2011**

18. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the 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.

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 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**.

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. Vendors must provide, at no cost, at lease one (1) copy of any applicable Material Safety Data Sheets (MSDS) with each shipment during the term of the contract. If OSHA or Federal or State laws provide for additional requirements, those requirements are in addition to the MSDS requirement. All items must meet all applicable OSHA standards and regulations and all electrical items must bear the appropriate listing from UL, FMRC, or NEMA.

20. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder must be a well established organization and have an adequate number of trained personnel to ensure quality and performance and completion of contract within a specified time period. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coasintr.html . If the bidder is not incorporated in Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

21. Successful bidder will pay or cause to be paid, without cost or expenses to 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.

22. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the 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.

23. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

24. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

25. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"COMMISSARY SUPPLIES"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Highway 281– New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
Hidalgo County Sheriff's Office
"Commissary Supplies"
BID No. 2011-083 06-15-SMA
SPECIFICATIONS/REQUIREMENTS

1) The following are the minimum requirements and/or specifications that will be acceptable to the Hidalgo County Sheriff's Office. These requirements and/or specifications may be equal or better. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

2) Hidalgo County Sheriff's Office is seeking to contract with a qualified vendor(s) to furnish "***COMMISSARY PRODUCTS***" on an "***As Needed Basis***" including, but not limited to, the following:

TERMS, CONDITIONS AND REQUIREMENTS

1) 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 onto Hidalgo County Sheriff's Office.

2) Hidalgo County Sheriff's Office has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

3) All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

4) The initial contract term for this project will be for one (1) year with the County's option to extend for an additional two (2) one (1) year term.

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

6) Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).

7) Hidalgo County Sheriff's Office reserves the right to award to the lowest qualified bid on a lump sum basis to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

8) All bid prices for items shall take into consideration shipping and handling costs and any other items mentioned on specifications as part of the fixed item price.

9) Awarded vendor will ensure that all deliveries will be made in full within two (2) to five (5) working days from purchase order.

10) ***SUPPLIES REQUIRED:***
Hidalgo County Sheriff's Office requires Total/Full Jail Inmate Commissary products such as but not limited to following:

- Snacks
- Sugar & artificial sweetener
- Drinks/drink mix
- Candies
- Small supplies such as pens/pencils/envelopes/etc.
- Personal items (combs, lotion, etc.)
- Personal hygiene items
- Dental care items
- Various over –the-counter medications
- Sports bras, women's undergarments, men's undergarments, T-shirts, shower shoes

11) Hidalgo County Sheriff's Office Inventory History: Commissary history for the period of January through December 2010 is as follows:

Total inventory purchases:

- **$ 588,905.00** (Current average daily total detention center population is at 1148).

12) Hidalgo County Sheriff's Office reserves the right to add/delete items as it deems to be in the best interest of the County.

13) ***PRODUCT CONTAINERS:*** No glass or metal containers shall be allowed. Size and type of containers shall be approved by Hidalgo County Sheriff's Office. Hidalgo County Sheriff's Office reserves the right to increase/decrease products offered as it deems to be in the best interest of the County.

14) ***SECURITY:*** All security provisions established for the facility shall be strictly followed. Hidalgo County Sheriff's Office reserves the right to enforce existing or establish new security procedures as deemed to be in the best interest of the County in order to maintain safe and orderly operation of the detention facility.

15) All food products must be properly labeled, only fresh and legal products shall be delivered to the Commissary. Item(s) found defective or not meeting specifications shall immediately be picked and replaced by the awarded vendor.

16) Hidalgo County Sheriff's Office reserves the right to search any bags or personal items brought into the jail by the awarded vendor at any time. The County may request a complete list of awarded vendor's employees at any time during this contract which will include name, date of birth, social security number, sex, nationality and driver's license. Vendor's employees shall be in company uniform, and be clearly identified as being employed by the company, and present themselves in a professional manner at all times.

17) ***RECORD/INVENTORY:*** Hidalgo County Sheriff's Office may require that the vendor provide a monthly inventory to account for commissary activities.

18) Commissary items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County Sheriff's Office.

19) ***MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:***
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

A) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- 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.

B) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

C) **Time frame for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

D) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

E) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, attn: Sandra2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED via facsimile (956)292-7612 or via e-mail sandra.montalvo@co.hidalgo.tx.us by no LATER THAN, Wednesday, June 08, 2011 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, June 10, 2011, by 5:00 p.m. Telephone Inquiries WILL NOT be accepted.

EXHIBIT "B"

Hidalgo County Sheriff's Office
"Commissary Supplies"
BID No. 2011-083 06-15-SMA
BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

	LIST OF ITEMS	UNIT PRICE
1.	Hygiene Kit (4" T-Brush / T-Paste 1.05 oz. / Deodorant 0.05 oz.)	$
2.	Almond Joy Bar 1.61.oz	$
3.	Baby Ruth 2.1 oz.	$
4.	Butter Finger Bar 2.1 oz.	$
5.	Snickers Almond Bar 1.76 oz.	$
6.	Milky Way Bar 2.05 oz.	$
7.	Pay Day Bar 1.85 oz.	$
8.	Snickers Bar 2.07 oz.	$
9.	3 Musketeers Bar 2.13 oz.	$
10.	Skittles "Original Fruits" 2.17 oz. bag	$
11.	M & M Peanuts 1.74 oz. bag	$
12.	Twix Bar 2.0 oz.	$
13.	Peanut Pattie 1.75 oz.	$
14.	Reese's Peanut Butter Cups 1.5 oz.	$
15.	Ramen Soups 3 oz. Clear Pack (chili,beef,chicken,Shrimp Chili Lime Shrimp,Spicy Chicken, Spicy Beef)	$
16.	Chili Corn Nuts-1.4 oz	$
17.	Ranch Corn Nuts -1.4 oz	$
18.	Salted Peanuts 1.75 oz. bag	$
19.	Chunk Light Tuna 4.23 oz. Pouch	$
20.	Refried Beans Resealable Pouch 6 oz.	$
21.	Jalapeno Cheese Spread 8 oz. Plastic Tub	$
22.	Beef Jerky Stick 2 oz.	$
23.	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle	$
24.	Peanut Butter Squeezers 1.12 oz.	$
25.	Chili No Beans 11.25oz. Pouch	$
26.	Chili w/Beans 11.25oz. Pouch	$
27.	Hot Chili w/Beans 11.25 oz. Pouch	$
28.	Roast Beef & Gravy 10 oz. Pouch	$
29.	Sardines in Hot Tomato Sauce 3.53oz. Pouch	$
30.	Fish Fillets 3.53oz. Pouch	$
31.	B.B.Q. Potato Chips 1.5 oz. bag	$

	LIST OF ITEMS	UNIT PRICE
32.	Flaming Hot Cheetos 1.5oz. bag	$
33.	BBQ Corn Chips 1.5oz. bag	$
34.	Doritos Nacho Cheese 1.5oz	$
35.	Tortilla Chips 12 oz. bag	$
36.	Tostadas 12oz. pack	$
37.	Tabikos or Takis 4 oz. bag	$
38.	Hot/Spicy Pork Cracklings 2 oz.	$
39.	Snack Crackers 12 oz. box	$
40.	Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray	$
41.	Zinger Cremes 4 oz. pack	$
42.	Cinnamon Rolls 4 oz. pk	$
43.	Honey Bun 6oz. pk	$
44.	Chocolate Cupcakes (2-pk) – 4 oz.	$
45.	Moon pies (banana/strawberry/chocolate) 2.75 oz.	$
46.	Cherry/Strawberry Danish	$
47.	Coca Cola Classic 20 oz. plastic bottle	$
48.	Sprite 20 oz. plastic bottle	$
49.	Fanta Orange 20 oz. plastic bottle	$
50.	Dr. Pepper 20 oz. plastic bottle	$
51.	Diet Coke 20 oz. plastic bottle	$
52.	Diet Dr. Pepper 20 z. plastic bottle	$
53.	Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch	$
54.	Coffee Mug w/Lid 14 oz.	$
55.	Hot Cocoa Mix 1oz. bag	$
56.	Cereal Bowl w/Lid 24 oz.	$
57.	Ozarka Spring Water 20 oz. plastic bottle	$
58.	Sugar Cubes 1 1b. bx	$
59.	Grey Sweatshirts (small thru 4XL)	$
60.	White Sport Bras (medium thru 3XL)	$
61.	White Boxer Shorts (small thru 6XL)	$
62.	White Thermal Underwear Set (small thru 6XL)	$
63.	Men White Crew Neck T-shirts (Small thru 6XL)	$
64.	White Men Briefs (small thru 5XL)	$
65.	Men's/Ladies Crew Socks (one size fits all)	$
66.	White Ladies Panties (Size 5 thru 18)	$
67.	White Men's/Ladies Velcro Tennis Shoes (Size 6-13)	$
68.	Tylenol Extra Strength (2 gel pouch) 50 ct. bx	$
69.	Advil Coated (2 tablet pouch) 50 ct. box	$
70.	Motrin Ibuprofen (2 tablet pouch) 50 ct. bx	$
71.	Tums	$
72.	Anti Shank Security Toothbrush & Clear Cap	$

	LIST OF ITEMS	UNIT PRICE
73.	Anti-Shank Security Razor – Single Edge	$
74.	Jolly Ranchers 3.7 oz. Assorted Bag	$
75.	Sunflower Kernels 4 oz. Bag	$
76.	Starlite Mints 3.75 oz. Bag	$
77.	Elastic Pony Tails 18 ct. pk-black	$
78.	St. Valentines Cards (English/Spanish) 6/pk	$
79.	Happy Easter Card (English/Spanish) 6/pk	$
80.	Happy Mother's Day Card (English/Spanish) 6/pk	$
81.	Father's Day Card (English/Spanish) 6/pk	$
82.	Happy Birthday Card (English/Spanish) 6/pk	$
83.	Thanksgiving Day Card (English/Spanish) 6/pk	$
84.	Christmas Card (English/Spanish) 6/pk	$
85.	Oral Pain Relief 0.33 oz. Tube	$
86.	Alcohol – Free Mouthwash 8 oz. Plastic Bottle	$
87.	Alcohol – Free Hair Gel 16 oz. Plastic Bottle	$
88.	Athletes Foot Cream 0.05 oz. Tube	$
89.	Hydrocortisone Cream 1 oz. Tube	$
90.	Chap Stick Lip Balm 15 oz.	$
91.	Hemorrhoid Ointment 2 oz. Tube	$
92.	Muscle Rub 3 oz. Tube	$
93.	Medicated Chest Rub 3.53 oz.	$
94.	Floss Loops "Mint Flavor" 30 ct. Plastic Bag	$
95.	Eye Drops 0.05 oz.	$
96.	Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box	$
97.	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx	$
98.	Acne Gel Medication 1 oz. Tube	$
99.	Contact Lens M/P Solution 8 oz.	$
100.	Legal Gummed Pads (8 ½ x 11")	$
101.	3 ½" Flexible Pencil	$
102.	Bubble Cushioned Envelope (6" x 9")	$
103.	#10 White Security Envelopes	$
104.	No Clasp Envelope (9" x 12")	$
105.	Twin Pocket Folders	$
106.	Dictionary (English – Spanish & English)	$
107.	Word Seek Puzzles Books	$
108.	Sketch Pads (50 Sheets)	$
109.	Playing Cards Deck	$
110.	4 ½" Flexible Black Ink Pen	$
111.	Tracing Paper Pad (40 Sheets)	$
112.	Tan PVC Shower Sandals (Size 8 thru 13)	$
113.	Colgate "Red Gel" Toothpaste 4.2 oz.	$

	LIST OF ITEMS	UNIT PRICE
114.	Close Up "Red Gel" Toothpaste 4.0 oz.	$
115.	Three Flowers Brilliantine 4 oz.	$
116.	Dandruff Shampoo & Conditioner 14.2 oz.	$
117.	Nair Hair Removal 9 oz.	$
118.	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	$
119.	Razorless Hair Removing Cream 6 oz.	$
120.	After Shave Lotion 4 oz.	$
121.	Baby Lotion 15 oz.	$
122.	Shaving Gel 3 oz. Clear Tube	$
123.	White Handkerchief (15" x 15")	$
124.	VO5 Extra Body Shampoo 15.0 oz.	$
125.	VO5 Extra Body Conditioner 15.0 oz.	$
126.	Suave Powder Fresh Deodorant 1.7 oz. Clear	$
127.	Hinged Soap Dish Box- Regular Size	$
128.	Dial -Hypo Allergenic Soap	$
129.	Dial Soap 4 oz.	$
130.	Greaseless Skin Cream 4.5 oz.	$
131.	Cocoa Butter Moisturizing Soap 3.6 oz.	$
132.	Hair Moisturizer 4 oz. Tube	$
133.	Palm Hair Brush Flexible – Black	$
134.	Tampons – Singles (Regular/Super/Junior) 40 ct. Box	$
135.	Disposable Douche 6 oz.	$
136.	White Washcloth (12"x12")	$

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
Applicable to the Acquisition of Goods and /or Services
(other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an **additional insured** shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED [illegible] (Any one person)	$
					PERS[illegible] & ADV INJURY	$
					[illegible]AL AGGREGATE	$
					[illegible]DUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners= Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners= Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.

2. Bond (if applicable)_____

3. Certificates: _____.

4. Permits: _____.

5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds (if applicable),certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

THIS FORM MUST ACCOMPANY BID PACKET

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

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** ☐ **Less than 250,000 annual gross receipt** ☐ **Less than 499,000 annual gross receipt** ☐ **More than 500,000 annual gross receipt** ☐ **Black American** ☐ **Hispanic American** ☐ **Asian Pacific American** ☐ **Native American** ☐ **Women** ☐ **Other**
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐**Yes** ☐ **No**

If yes, by whom?: ☐ **Texas Building & Procurement Commission** ☐ **Other**_____

Indicate Certification No(s).:_____ **or Are Certificate(s) Attached?:** ☐ **Yes** ☐ **No**

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or 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.

EXHIBIT "B"

BID PAGE and TABULATION SHEET

RENE LUCIO d/b/a R & R DISTRIBUTING

EXHIBIT "B"
Hidalgo County Sheriff's Office
"Commissary Supplies"
BID No. 2011-083 06-15-SMA
BID PAGE

Vendor must thoroughly fill in each section of the Bid Form (Exhibit "B") if applicable INCOMPLETE submittals shall be considered a probable cause for disqualification.

	LIST OF ITEMS	UNIT PRICE
1.	Hygiene Kit (4" T-Brush / T-Paste 1.05 oz. / Deodorant 0.05 oz.)	$ 1.29
2.	Almond Joy Bar 1.61.oz	$ 0.63
3.	Baby Ruth 2.1 oz.	$ 0.63
4.	Butter Finger Bar 2.1 oz.	$ 0.63
5.	Snickers Almond Bar 1.76 oz.	$ 0.63
6.	Milky Way Bar 2.05 oz.	$ 0.63
7.	Pay Day Bar 1.85 oz.	$ 0.63
8.	Snickers Bar 2.07 oz.	$ 0.63
9.	3 Musketeers Bar 2.13 oz.	$ 0.63
10.	Skittles "Original Fruits" 2.17 oz. bag	$ 0.63
11.	M & M Peanuts 1.74 oz. bag	$ 0.63
12.	Twix Bar 2.0 oz.	$ 0.63
13.	Peanut Pattie 1.75 oz.	$ 0.63
14.	Reese's Peanut Butter Cups 1.5 oz.	$ 0.63
15.	Ramen Soups 3 oz. Clear Pack (chili,beef,chicken,Shrimp Chili Lime Shrimp,Spicy Chicken, Spicy Beef)	$ 0.20
16.	Chili Corn Nuts-1.4 oz	$ 0.49
17.	Ranch Corn Nuts -1.4 oz	$ 0.49
18.	Salted Peanuts 1.75 oz. bag	$ 0.39
19.	Chunk Light Tuna 4.23 oz. Pouch	$ 0.00
20.	Refried Beans Resealable Pouch 6 oz.	$ 0.00
21.	Jalapeno Cheese Spread 8 oz. Plastic Tub	$ 0.00
22.	Beef Jerky Stick 2 oz.	$ 0.89
23.	Jelly (Grape & Strawberry) 12 oz. Squeeze Bottle	$ 0.00
24.	Peanut Butter Squeezers 1.12 oz.	$ 0.00
25.	Chili No Beans 11.25oz. Pouch	$ 0.00
26.	Chili w/Beans 11.25oz. Pouch	$ 0.00
27.	Hot Chili w/Beans 11.25 oz. Pouch	$ 0.00
28.	Roast Beef & Gravy 10 oz. Pouch	$ 0.00
29.	Sardines in Hot Tomato Sauce 3.53oz. Pouch	$ 0.00
30.	Fish Fillets 3.53oz. Pouch	$ 0.00
31.	B.B.Q. Potato Chips 1.5 oz. bag	$ 0.39

OPENED
10:23
6-15-11
Witnessed

	LIST OF ITEMS	UNIT PRICE
32.	Flaming Hot Cheetos 1.5oz. bag	$ 0.39
33.	BBQ Corn Chips 1.5oz. bag	$ 0.39
34.	Doritos Nacho Cheese 1.5oz	$ 0.39
35.	Tortilla Chips 12 oz. bag	$ 1.45
36.	Tostadas 12oz. pack	$ 1.59
37.	Tabikos or Takis 4 oz. bag	$ 0.89
38.	Hot/Spicy Pork Cracklings 2 oz.	$ 0.89
39.	Snack Crackers 12 oz. box	$ 0.00
40.	Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray	$ 0.59
41.	Zinger Cremes 4 oz. pack	$ 0.69
42.	Cinnamon Rolls 4 oz. pk	$ 0.69
43.	Honey Bun 6oz. pk	$ 0.69
44.	Chocolate Cupcakes (2-pk) - 4 oz.	$ 0.69
45.	Moon pies (banana/strawberry/chocolate) 2.75 oz.	$ 0.49
46.	Cherry/Strawberry Danish	$ 0.69
47.	Coca Cola Classic 20 oz. plastic bottle	$ 1.20
48.	Sprite 20 oz. plastic bottle	$ 1.20
49.	Fanta Orange 20 oz. plastic bottle	$ 1.20
50.	Dr. Pepper 20 oz. plastic bottle	$ 1.20
51.	Diet Coke 20 oz. plastic bottle	$ 1.20
52.	Diet Dr. Pepper 20 z. plastic bottle	$ 1.20
53.	Maxwell House Instant Coffee 4 oz. Resealable Clear Pouch	$ 0.00
54.	Coffee Mug w/Lid 14 oz.	$ 0.00
55.	Hot Cocoa Mix 1oz. bag	$ 0.00
56.	Cereal Bowl w/Lid 24 oz.	$ 0.00
57.	Ozarka Spring Water 20 oz. plastic bottle	$ 0.39
58.	Sugar Cubes 1 lb. bx	$ 2.39
59.	Grey Sweatshirts (small thru 4XL)	$ 3.29
60.	White Sport Bras (medium thru 3XL)	$ 6.99
61.	White Boxer Shorts (small thru 6XL)	$ 2.99
62.	White Thermal Underwear Set (small thru 6XL)	$ 0.00
63.	Men While Crew Neck T-shirts (Small thru 6XL)	$ 3.19
64.	White Men Briefs (small thru 5XL)	$ 2.39
65.	Men's/Ladies Crew Socks (one size fits all)	$ 0.00
66.	White Ladies Panties (Size 5 thru 18)	$ 4.29
67.	White Men's/Ladies Velcro Tennis Shoes (Size 6-13)	$ 0.00
68.	Tylenol Extra Strength (2 gel pouch) 50 ct. bx	$ 0.55
69.	Advil Coated (2 tablet pouch) 50 ct. box	$ 0.55
70.	Motrin Ibuprofen (2 tablet pouch) 50 ct. bx	$ 0.55
71.	Tums	$ 1.10
72.	Anti Shank Security Toothbrush & Clear Cap	$ 0.00

OPENED
10:23
6-15-11
Witnessed

	LIST OF ITEMS	UNIT PRICE
73.	Anti-Shank Security Razor - Single Edge	$ 0.00
74.	Jolly Ranchers 3.7 oz. Assorted Bag	$ 1.39
75.	Sunflower Kernels 4 oz. Bag	$ 0.92
76.	Starlite Mints 3.75 oz. Bag	$ 1.99
77.	Elastic Pony Tails 18 ct. pk-black	$ 0.29
78.	St. Valentines Cards (English/Spanish) 6/pk	$ 0.00
79.	Happy Easter Card (English/Spanish) 6/pk	$ 0.00
80.	Happy Mother's Day Card (English/Spanish) 6/pk	$ 0.00
81.	Father's Day Card (English/Spanish) 6/pk	$ 0.00
82.	Happy Birthday Card (English/Spanish) 6/pk	$ 0.00
83.	Thanksgiving Day Card (English/Spanish) 6/pk	$ 0.00
84.	Christmas Card (English/Spanish) 6/pk	$ 0.00
85.	Oral Pain Relief 0.33 oz. Tube	$ 0.00
86.	Alcohol - Free Mouthwash 8 oz. Plastic Bottle	$ 0.00
87.	Alcohol - Free Hair Gel 16 oz. Plastic Bottle	$ 0.00
88.	Athletes Foot Cream 0.05 oz. Tube	$ 0.00
89.	Hydrocortisone Cream 1 oz. Tube	$ 0.00
90.	Chap Stick Lip Balm 15 oz.	$ 1.19
91.	Hemorrhoid Ointment 2 oz. Tube	$ 0.00
92.	Muscle Rub 3 oz. Tube	$ 0.00
93.	Medicated Chest Rub 3.53 oz.	$ 0.00
94.	Floss Loops "Mint Flavor" 30 ct. Plastic Bag	$ 0.00
95.	Eye Drops 0.05 oz.	$ 2.19
96.	Alka Seltzer (Original Effervescent 2-tablet Pouch) 116.ct. box	$ 0.79
97.	Alka Seltzer (Plus Cold Effervescent 2-tablet Pouch) 72 ct. bx	$ 0.79
98.	Acne Gel Medication 1 oz. Tube	$ 0.00
99.	Contact Lens M/P Solution 8 oz.	$ 0.00
100.	Legal Gummed Pads (8 ½" x 11")	$ 0.00
101.	3 ½ " Flexible Pencil	$ 0.00
102.	Bubble Cushioned Envelope (6" x 9")	$ 0.49
103.	#10 White Security Envelopes	$ 0.29
104.	No Clasp Envelope (9" x 12")	$ 0.29
105.	Twin Pocket Folders	$ 0.51
106.	Dictionary (English - Spanish & English)	$ 1.89
107.	Word Seek Puzzles Books	$ 2.69
108.	Sketch Pads (50 Sheets)	$ 0.00
109.	Playing Cards Deck	$ 1.69
110.	4 ½" Flexible Black Ink Pen	$ 0.00
111.	Tracing Paper Pad (40 Sheets)	$ 4.39
112.	Tan PVC Shower Sandals (Size 8 thru 13)	$ 0.00
113.	Colgate "Red Gel" Toothpaste 4.2 oz.	$ 0.00

OPENED
10:23
6-15-1(
Witnessed

	LIST OF ITEMS	UNIT PRICE
114.	Close Up "Red Gel" Toothpaste 4.0 oz.	$ 0.00
115.	Three Flowers Brilliantine 4 oz.	$ 0.00
116.	Dandruff Shampoo & Conditioner 14.2 oz.	$ 0.00
117.	Nair Hair Removal 9 oz.	$ 6.99
118.	Speed Stick Aqua Sport Anti-Perspirant Gel 3 oz.	$ 2.69
119.	Razorless Hair Removing Cream 6 oz.	$ 8.99
120.	After Shave Lotion 4 oz.	$ 0.00
121.	Baby Lotion 15 oz.	$ 0.00
122.	Shaving Gel 3 oz. Clear Tube	$ 0.00
123.	White Handkerchief (15" x 15")	$ 0.00
124.	V05 Extra Body Shampoo 15.0 oz.	$ 0.00
125.	V05 Extra Body Conditioner 15.0 oz.	$ 0.00
126.	Suave Powder Fresh Deodorant 1.7 oz. Clear	$ 1.99
127.	Hinged Soap Dish Box- Regular Size	$ 0.00
128.	Dial -Hypo Allergenic Soap	$ 1.05
129.	Dial Soap 4 oz.	$ .95
130.	Greaseless Skin Cream 4.5 oz.	$ 0.00
131.	Cocoa Butter Moisturizing Soap 3.6 oz.	$ 0.00
132.	Hair Moisturizer 4 oz. Tube	$ 0.00
133.	Palm Hair Brush Flexible - Black	$ 0.00
134.	Tampons - Singles (Regular/Super/Junior) 40 ct. Box	$ 0.39
135.	Disposable Douche 6 oz.	$ 1.29
136.	White Washcloth (12"x 12")	$ 0.39

OPENED
10:23
6-15-11
Witnessed

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/COMANY NAME: R & R Distributing

ADDRESS: 5835 E. Texas Rd.

CITY/STATE/ZIP CODE: Edinburg, Texas 78542

PHONE & FAX NO'S: (956) 451-1831 – Phone & (956) 287-9614 -- Fax

CELLULAR NO: (956) 451-1831

E-MAIL ADDRESS: rrdistributing@sbcglobal.net

AUTHORIZED SIGNATURE:

PRINTED NAME: Rene Lucio

TITLE: Owner

Awarded items to:

R & R DISTRIBUTING

Item #	LIST OF ITEMS	UNIT PRICE
1	Hygiene Kit (4" T-Brush / T-Paste 1.05 oz. / Deodorant(0.05oz)	$ 1.29
13	Peanut Pattie 1.75 oz.	$ 0.63
22	Beef Jerky Stick 2 oz.	$0.89
33	BBQ Corn Chips 1.5oz. bag	$ 0.39
36	Tostadas 12oz. pack	$ 1.59
37	Tabikos or Takis 4 oz. bag	$ 0.89
40	Cookies (duplex/vanilla/chocolate/strawberry) 6 oz. Tray	$0.59
41	Zinger Cremes 4 oz. pack	$0.69
57	Ozarka Spring Water 20 oz. plastic bottle	$0.39
59	Grey Sweatshirts (small thru 4XL)	$3.29
66	White Ladies Panties (Size 5 thru 18)	$4.29
70	Motrin Ibuprofen (2 tablet pouch) 50 ct. bx	$.055
77	Elastic Pony Tails 18 ct. pk-black	$0.29
102	Bubble Cushioned Envelope (6" x 9")	$0.49
105	Twin Pocket Folders	$0.51
107	Word Seek Puzzles Books	$2.69
111	Tracing Paper Pad (40 Sheets)	$4.39
117	Nail Hair Removal (9.oz)	$6.99
128	Dial -Hypo Allergenic Soap	$1.05
134	Tampons – Singles (Regular/Super/Junior) 40 ct. Box	$0.39

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/10/2011

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 Jaime Zapata, Jr.,CLU 508 N. 10th Street Suite C-1 McAllen, TX 78501 PHONE # 956-630-2936	CONTACT NAME: GLORIA ABAD PHONE (A/C, No, Ext): 956 -630-2936 FAX (A/C, No): 956-630-6207 E-MAIL ADDRESS: gloria.abad.i94k@statefarm.com
INSURED LUCIO,RENE DBA R & R DISTRIBUTING 5835 E TEXAS RD EDINBURG, TX 78542-7264	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : STATE FARM MUTUAL INSURER B : 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						EACH OCCURRENCE	$
	COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	CLAIMS-MADE OCCUR						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			12-4--4052-	06/10/11	01/16/12	COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$ 500,000
	ALL OWNED AUTOS / SCHEDULED AUTOS (X)						BODILY INJURY (Per accident)	$ 500,000
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$ 500,000
								$
A	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICE/MEMBER EXCLUDED? Y / N		N / A				E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						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)

1. 05 GMC K2500 PICKUP VIN: 1GTHK23U55F929404
2. 07 WELL UT TRAILER VIN: 1W4200G2872059904

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S BUS HWY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

OP ID LC

DATE (MM/DD/YYYY): 06/10/11

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

IBC Insurance Agency, LTD- SA
P.O. Box 39790
San Antonio TX 78218-6790
Phone:210-646-9870 Fax:210-646-8418

CONTACT NAME:
PHONE (A/C, No, Ext):
FAX (A/C, No):
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: R&RDI-1

INSURED

Rene Lucio
DBA R & R Distributing
5705 East Texas Rd.
Edinburg TX 78539

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Hartford Insurance	
INSURER B:	
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			65SBM1M6993	07/01/11	07/01/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	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 ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N/A If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

County of Hidalgo
P.O. Box 1228
Edingburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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STATE OF TEXAS §

§

COUNTY OF HIDALGO §

AFFIDAVIT ON EXEMPTION FROM WORKERS COMPENSATION INSURANCE

I, ***Rene Lucio***, authorized representative for ***R & R Distributing***, do hereby affirm that I am exempt from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq. as I am a sole proprietor and do not employ any individuals under contract of hire as defined by the aforementioned law.

Rene Lucio, Owner
R & R Distributing

NOTARY STATEMENT

I, Sonia Garcia. a Notary Public, do hereby certify that on this the 10th day of August, 2011, personally appeared before me Rene Lucio, known to me to be the person whose name is subscribed to the foregoing instrument, and swore and acknowledged to me that he executed the same for the purpose and in the capacity therein expressed, and that the statement contained therein is true and correct.

Notary Public, State of Texas

Printed/Typed Name: Sonia Garcia

My Commission Expires: 11-27-2012

SONIA G. GARCIA
Notary Public, State of Texas
My Commission Expires
11-27-2012

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

August 03, 2012

Susan Sanchez, Director
N.T.C. Drug Testing Services, Inc.
d/b/a Nurses, Technicians and Collectors
4132 North 23rd/P.O. Box 2883
McAllen, Texas 78501-78502
P (956) 682-7090 F (956) 682-4252 C (956) 655-2067

via email NTCDRUGTESTING@YAHOO.COM
via facsimile (956) 682-4252

Re: ***Extension to Contract No. C-09-160-07-14 (E-11-240-08-16)-"Drug Testing Collection Services"- Hidalgo County Sheriff's Office***

Dear Ms. Sanchez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the SECOND (2ND) & FINAL YEAR of the additional TWO (2) ONE (1) YEAR periods as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, to via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: 08-07-12
Susan Sanchez, Director

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

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

xc: file

Policy Number: CPS1332715 Date Entered: 11/14/2011

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/14/2011

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 Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572	CONTACT NAME: PHONE (A/C, No, Ext): (956) 581-9838 FAX (A/C, No): (956) 519-1524 E-MAIL ADDRESS: davisinsuranceagency@yahoo.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: SCOTTSDALE INSURANCE COMPANY	
INSURED NTC DRUG TESTING SERVICES INC. DBA NURSES TECHNICAN AND COLLECTORS PO BOX 2883 MCALLEN, TX 78501	INSURER B:	
	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			CPS1332715	11/14/2011	11/14/2012	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 $EXCLUDED $2,000,000 $EXCLUDED
	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 DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC 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
Attn: Purchasing Department
2812 S. Highway 281
Edinburg, Tx. 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/04/2011

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PRODUCER	CONTACT NAME:	
ARCHIE ACEVEDO 5717 N 10TH ST SUITE A MCALLEN TX 78504	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
NTC DRUG TESTING 4132 N 23RD ST MCALLEN TX 78504	INSURER A : ALLSTATE	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY			048835602	9/27/2011	9/27/2012	COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$ 300,000
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident)	$ 500,000
	☒ SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident)	$ 300,000
	☐ HIRED AUTOS							$
	☐ NON-OWNED AUTOS							$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DEDUCTIBLE							$
	☐ RETENTION							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐ (Mandatory in NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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)

2002 DODGE NEON 1B3ES26C72D566490
1995 CLUB WAGON 1FBJS31H2SHB00100

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY 2802 S BUS. 281 EDINBURG TX 78539	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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Client#: 660265 63NURSETEC

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 11/08/2011

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.

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PRODUCER	CONTACT NAME:	
BB&T Insurance 110 Dixie Street Carrollton, GA 30117 770 214-1991	PHONE (A/C, No, Ext): 770 214-1991	FAX (A/C, No): 888-751-2997
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Markel Ins (Stringer Ware)	38970
INSURED NTC Drug Testing Services Inc dba Nurses Technicians & Collectors PO Box 2883 McAllen, TX 78502	INSURER B:	
	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	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional			3CD33014425	11/09/2011	11/09/2012	$1,000,000 Each Claim $1,000,000 Aggregate	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Professional Liability-Testing Services; Claims Made; Retro Date: 11/09/06; Deductible: $2,500; Training Endorsement

CERTIFICATE HOLDER

Hidalgo County ATT: Purchasing Department
2812 S. Highway 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Paula D. Layton

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PDW

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-160-07-14

THIS CONTRACT is made and entered into this **14th** day of **July, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **NTC Drug Testing Services, Inc.** d/b/a **Nurses, Technicians and Collectors, Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Drug Testing Collection Services" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); and;

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this

Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years**, commencing on **August 22, 2009** and expiring on **August 21, 2011** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and

regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an

independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company:	NTC Drug Testing Services, Inc. d/b/a Nurses, Technicians and Collectors 4132 North 23rd/P.O. Box 2883 McAllen, Texas 78501-78502

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 14th day of July, 2009.

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

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By: _____
Juan D. Salinas, III, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY:
NTC Drug Testing Services, Inc. d/b/a **Nurses, Technicians and Collectors, Inc.**

By: _____
Printed Name: SUSAN SANCHEZ
Title: DIRECTOR

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

May 18, 2009

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
REQUEST FOR BIDS - "DRUG TEST COLLECTION SERVICES"
BID NO: 2009-160-06-03-MEG

Dear Gentlemen:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB) CHECKLIST

HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-MEG

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
   (Page 8 must be submitted with bid)
3. Exhibit "A" Bid Specifications, consisting of 9 pages.
4. Exhibit "B" Bid Page, consisting of 3 pages.
   (Must be submitted with bid)
5. Exhibit "C" Insurance Requirements, consisting of 5 pages.
   (Must be submitted with bid)
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 2 pages.
   (Must be submitted with bid)
7. Vendor/Bidders Application and W-9 Form, consisting of 6 pages.
   (Must be submitted with bid)
8. Draft Service Contract, consisting of 8 pages.
9. Certification Regarding Debarment 1 page.
   (Must be submitted with bid)

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

May 18, 2009
Date

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

LEGAL NOTICE

HIDALGO COUNTY SHERIFF'S OFFICE

"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-MEG

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE –"DRUG TEST COLLECTION SERVICES"** 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-2009-160-06-03-MEG -HIDALGO COUNTY SHERIFF'S OFFICE –"DRUG TEST COLLECTION SERVICES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JUNE 3, 2009. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO BID.** Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

. No deliveries accepted after 3:00 P.M., Monday-Friday.

. At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

. Invoices must include:
   a) Name and address of successful bidder
   b) Name and address of receiving department or official
   c) Purchase Order Number (if any)
   d) Notation –**HIDALGO COUNTY SHERIFF'S OFFICE-"DRUG TEST**

COLLECTION SERVICES" 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 Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78542
ATTN.: Sheriff Guadalupe "Lupe" Trevino
(956) 383-8114

17. **Schedule of Events**

Bid Opening, 9:30 AM	**June 3, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. **Bid or Performance Bond and Debarment Certification; Payment Under Contract:**

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

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

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably

acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
BID NO.: 2009-160-06-03-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy 281-Administration Building
Mailing /Postal Address: 2812 S. Business Hwy 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

This page must be attached to the packet

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE

"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-MEG

EXHIBIT "A"

HIDALGO COUNTY SHERRIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No. 2009-160-06-03-MEG

BID SPECIFICATIONS

HIDALGO COUNTY SHERIFF'S OFFICE (County) is seeking bids from qualified contractors with which to establish contracts for the purpose of performing drug test collections for County employees on an as needed basis.

SCOPE OF SERVICES:

1. Contractor shall have ability to conduct a Drug and Alcohol Test Collection Program as required by local, state and federal laws and regulations.

2. Contractor shall perform collection of urine/blood samples by certified staff, in accordance with U.S. Department of Transportation (DOT) Standards and/or Hidalgo County Sheriff's Office policy and protocol for post-offer pre-employment and random drug tests as required.

3. Additional services include a certified Substance Abuse Professional, Breath Alcohol Technician and Medical Review Officer (M.R.O.).

4. Conduct post-offer pre-employment drug testing on all applicants, or post-employment transfer, promotion and or reassignment to safety-sensitive position.

5. Conduct testing when the department Head/Elected Official or personnel designated by the Department Head have reason to believe that an Employee on County property is using or under the influence of prohibited drugs, alcohol and substances, or that there has been a violation of the Hidalgo County Sheriff's Office Drug and Alcohol policy.

6. Conduct testing when an Employee is found in possession of suspected illegal or prohibited drugs and substances, or when any of these drugs and substances are found in an area controlled or used exclusively by said Employee or other person.

7. Conduct testing when an employee returns to active employment after a leave of absence of forty-five days or more.

8. Conducts testing following an on-the-job injury requiring treatment from a physician or following a serious or potentially serious accident or incident, including near misses, in which: safety precautions were violated; unsafe instructions or orders were given; vehicle/equipment/property was damaged; or unusually careless acts were performed. All persons involved and within the immediate vicinity of the incident may have their urine and/or blood tested. If it is impossible or impractical, because of the physical condition of the individual(s) involved in the accident, to give a urine and/or blood sample, and if in subsequent medical treatment of the person(s) blood will be drawn, then blood will be analyzed for drugs, alcohol and other prohibited substances.

9. Service provider shall conduct random, unannounced drug and alcohol testing on employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position Note: The random rate for testing is subject to change based on the DOT standards.

10. Provide drug and alcohol testing services with licensed and certified personnel and laboratories as required by Local, State and Federal Law including, but not limited to, Medical Review Officer (MRO), Breath Alcohol Technician (BAT) and Substance Abuse Professional (SAP) and National Certified Addiction Counselor II (NCACII) as required by DOT. Copies of certifications should be submitted with bid response.

11. Conduct annual training for designated County employees on the Drug Free Workplace Act.

12. The service provider will insure proper and documented chain of custody during and after sample collection and testing.

13. RANDOM DRUG AND ALCOHOL TESTING – The County will require approximately 25% random drug and alcohol testing for employees who are licensed by the Texas Commission on Law Enforcement Officer Standards and Education (TCLEOSE) and/or every employee working in a job classified as a safety-sensitive position to be performed on a semiannual and/or an as needed basis. Safety sensitive positions are located in various areas of the Sheriff's Office.

14. The contractor must provide a description of the work plan and the methods to be used that will demonstrate what the contractor intends to do, the timeframes necessary to accomplish the work and how the work will be accomplished. The Contractor shall specify the test procedures that will utilized. The contractor must also include a plan for performing random testing at multiple locations simultaneously.

15. Positive results must be hand-delivered in a sealed confidential envelope to The Law Enforcement Center, 711 El Cibolo Road, Edinburg, TX 78542 to the attention of Captain Andy Guzman, Hidalgo County Sheriff's Office Public Integrity Unit. Negative results will be mailed or hand delivered in a sealed confidential envelope to same address.

16. Test results will not be divulged in any form to anyone other than to those designated authorized Sheriff's Office representatives.

17. Statistical reports of test results may be requested from the contractor on a quarterly basis and on an annual basis. Information on the statistical reports may be requested from the designated Sheriff's Office representative.

18. Alcohol screening tests that conclude in a positive result may be confirmed with a second screening 15 to 30 minutes from the time of the first positive test.

19. Contractor must possess capability for collection of urine/blood samples as needed and conduct tests in response to critical time frames for post accident and reasonable suspicion testing situations

20. **QUALIFICATIONS OF THE CONTRACTOR** – Must remain current on testing and medical standards for all services to be performed as a result of this contract.

21. **INDEMNIFICATION** – The successful bidder shall be required to agree to indemnify and hold harmless the County of Hidalgo and its officers, employees, and agents, from and against any and all actions, claims, liabilities, losses and expenses, including but not limited to attorneys' fee, for personal, economic or bodily injury, wrongful death, loss of or damage to property, in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the successful bidder, its employees, or agents in connection with the performance of service pursuant to the resultant Contract; the successful bidder shall pay all such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses, and shall pay all costs expended by the County in the defense of such claims and losses, including appeals.

22. **BID PRICE** must include: 1) a per hour fee where hours must be certified by assigned County Sheriff's Office representative at the time services are rendered, 2) individual test charges (fees) for Panel 10, and test charge (fees) for the following, Rohypnol, Alcohol and Ecstasy. Bid price must indicate fees for urine, hair and blood test for all of the above tests, and 3) bid price will also should include price per session including all materials for Reasonable Suspicion Training, Drug Free Workplace Act and any other Drug testing related requested training.

23. **BID AWARD** – 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.

24. **CONTRACT TERM** –

- The term of the contract will be for a two (2) year period. The County reserves the option to extend the contract for two (2) additional one (1) year terms under agreement with the same terms and conditions. No bid price increase, otherwise same price for any extension to remain firm.
- Hidalgo County reserves the right to continue this bid for an additional sixty (60) day Grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
- The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by either party with a sixty (60) day written notice prior to any cancellation.
- Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in it's best interest to do so.
- Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.
- Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).
- Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

25. **REFERENCES** - Submit a minimum of five (5) references that include, company names, addresses, contact persons and telephone numbers for the contact persons. References may or may not be reviewed or contacted at the discretion of the County. The County reserves the right to contact references other than, and/or in addition to, those furnished by the vendor.

26. **TESTING SITE**– Contracted vendor should be able to conduct on site and/or off site testing as requested by the Hidalgo County Sheriff's Office. Contractor may be required to provide appropriately private facilities to conduct testing, including a locked, secured box, etc. for private articles where applicable.

SPECIAL INSTRUCTIONS TO BIDDERS:

1. RIGHT TO AUDIT: Contractor's records shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by the Hidalgo County Sheriff's Office to the extent necessary to adequately permit evaluation and verification of any invoices, payments or claims submitted by Contractor of any of its payees pursuant to execution of the contract. Such records subject to examination shall also include, but not be limited to, those records necessary to evaluate and verify direct and indirect costs (including overhead allocations) as they may apply to costs associated with this contract.

   For the purpose of such audits, inspections, examinations and evaluations, the County shall have access to said records from the effective date of this contract, for the duration of the work, and until two (2) years after the date of final payment by the County to Contractor pursuant to this contract.

   The County shall have access to Contractor's facilities, shall have access to all necessary records, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article. The County shall give Contractor reasonable advance notice of intended audits.

   If an audit inspection or examination in accordance with the article, discloses overcharges (of any nature) by Contractor to the County, the actual cost of the County's audit shall be paid by Contractor.

2. Hidalgo County reserves the right to seek purchases/services from state awarded vendors or any other cooperative purchasing programs whenever it is in its best interest to do so.

3. The bidder(s) awarded the contract cannot engage the services of a subcontractor without prior written consent of Hidalgo County for the retention of a subcontractor to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and the subcontractor has obtained the required insurance which names the contractor as an additional insured. Requesting authorization for subcontracting does not constitute compliance with the primary specification contained herein which state the minimum number vendor owned vehicles required.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents,

- papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

All Costs And Expenses Associated With The Preparation And Submission Of Bids Shall Be The Responsibility Of The Bidder And No Reimbursements For Such Charges Or Expenses Shall Be Passed On To Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, 27th, MAY, 2009 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. 29th, MAY 2009.

EXHIBIT "A"

HIDALGO COUNTY SHERRIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No. 2009-160-06-03-MEG

1. PER HOUR FEES (LABOR):

BUSINESS HOURS	FROM	TO	FEES
REGULAR			
PREMIUM			

2. TEST CHARGES:

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Panel 10 (individual)					
Cannabis	Urine				
	Hair				
	Blood				
Cocaine	Urine				
	Hair				
	Blood				
Amphetamines	Urine				
	Hair				
	Blood				
Morphine	Urine				
	Hair				
	Blood				
Methamphetamines	Urine				
	Hair				
	Blood				
Phencyclidine	Urine				
	Hair				
	Blood				
Benzodiazepines	Urine				
	Hair				
	Blood				
Barbiturates	Urine				
	Hair				
	Blood				
Methadone	Urine				
	Hair				
	Blood				
Tricyclic Antidepressants	Urine				
	Hair				
	Blood				

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Rohypnol	Urine				
	Hair				
	Blood				
Alcohol	Urine				
	Hair				
	Blood				
Ecstasy	Urine				
	Hair				
	Blood				
COMPLETE TEST COST (Includes all of the above)	Urine				
	Hair				
	Blood				

3. TRAINING FEES: Training price per session

a	Reasonable Suspicion Training	
b	Drug Free Workplace Act	
c	Other Drug Testing Related	

EXHIBIT "B"

HIDALGO COUNTY SHERIFF'S OFFICE

"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-MEG

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No. 2009-160-06-03-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification

1. PER HOUR FEES (LABOR):

BUSINESS HOURS	FROM	TO	FEES
REGULAR			
PREMIUM			

2. TEST CHARGES:

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Panel 10 (individual)					
Cannabis	Urine				
	Hair				
	Blood				
Cocaine	Urine				
	Hair				
	Blood				
Amphetamines	Urine				
	Hair				
	Blood				
Morphine	Urine				
	Hair				
	Blood				
Methamphetamines	Urine				
	Hair				
	Blood				
Phencyclidine	Urine				
	Hair				
	Blood				
Benzodiazepines	Urine				
	Hair				
	Blood				
Barbiturates	Urine				
	Hair				
	Blood				
Methadone	Urine				
	Hair				
	Blood				
Tricyclic Antidepressants	Urine				
	Hair				
	Blood				

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Rohypnol	Urine				
	Hair				
	Blood				
Alcohol	Urine				
	Hair				
	Blood				
Ecstasy	Urine				
	Hair				
	Blood				
COMPLETE TEST COST (includes all of the above)	Urine				
	Hair				
	Blood				

3. TRAINING FEES: Training price per session		
a	Reasonable Suspicion Training	$
b	Drug Free Workplace Act	$
c	Other Drug Testing Related	$

COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

FAX NUMBER:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

EMAIL:_____

DATE:_____

EXHIBIT "C"

HIDALGO COUNTY SHERIFF'S OFFICE

"DRUG TESTCOLLECTION SERVICES"
Bid No: 2009-160-06-03-MEG

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
C	**GARAGE LIABILITY** ☐ ANY AUTO **EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $ EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** **OTHER**				WC STATU: ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional Insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED, INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES 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

CANCELLED

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- ☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- ☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- ☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

(Must be submitted with bid)

CIQ FORM

HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-MEG

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 05/29/2007

BIDDER/VENDOR APPLICATION AND W-9

(Must be submitted with bid)

HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or Fax (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business:_____Disadvantaged Business (At Least 51% Ownership)

❒ Less than 125,000 annual gross receipt
❒ Less than 250,000 annual gross receipt
❒ Less than 499,000 annual gross receipt
❒ More than 500,000 annual gross receipt

❒ Black American
❒ Hispanic American
❒ Asian Pacific American

❒ Native American
❒ Women
❒ Other

Have you been certified as a HUB or an MBE/WBE source?: ❒ Yes ❒ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ❒ Yes ❒ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ❒ Yes ❒ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ❒Yes ❒ No

If yes, by whom?: ❒ Texas Building & Procurement Commission ❒ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ❒ Yes ❒ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

~~(Attach additional pages if necessary)~~

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

DEBARMENT

(Must be submitted with bid)

HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No: 2009-160-06-03-MEG

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

This page must be attached to the packet

EXHIBIT "A"

HIDALGO COUNTY SHERRIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No. 2009-160-06-03-MEG

1. PER HOUR FEES (LABOR):

BUSINESS HOURS	FROM	TO	FEES
REGULAR	8:00 A.M.	5:00 P.M.	24 Hr. Service
PREMIUM	Business Hrs. 8-5		On-site Testing

2. TEST CHARGES:

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Panel 10 (individual)				24-48 Hr.	48-72 Hrs.
Cannabis	Urine				
	Hair				
	Blood				
Cocaine	Urine				
	Hair				
	Blood				
Amphetamines	Urine				
	Hair				
	Blood				
Morphine	Urine				
	Hair				
	Blood				
Methamphetamines	Urine				
	Hair				
	Blood				
Phencyclidine	Urine				
	Hair				
	Blood				
Benzodiazepines	Urine				
	Hair				
	Blood				
Barbiturates	Urine				
	Hair				
	Blood				
Methadone	Urine				
	Hair				
	Blood				
Tricyclic Antidepressants	Urine				
	Hair				
	Blood				

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Rohypnol	Urine			3-5 days	
	Hair				
	Blood				
Alcohol	Urine			3 Minutes	
	Hair				
	Blood				
Ecstasy	Urine			3-5 days	
	Hair				
	Blood				
COMPLETE TEST COST (Includes all of the above)	Urine				
	Hair				
	~~Blood~~	NO BLOOD IS ALLOWED FOR FEDERAL TESTING.			

N.T.C. Adheres to all D.O.T./F.T.A. Federal Standards
No Blood is required or allowed. Citations given for blood testing.

3. TRAINING FEES: Training price per session

a	Reasonable Suspicion Training	90.00 per hour
b	Drug Free Workplace Act	90.00 per hour
c	Other Drug Testing Related	90.00 per hour

Other: "Rick The Red Ribbon" character
Please see attachments on this.

OPENED
9:58am
6-17-09

Witnessed

EXHIBIT "B"
VENDOR'S BID

Bid
for
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
BID NO.: 2009-160-06-03-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy 281-Administration Building
Mailing Postal Address: 2812 S. Business Hwy 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: N.T.C. Drug Testing Services, Inc.
Address: 4132 North 23, McAllen (Valleywide Locations)
By: Susan Sanchez /
Printed Name: Susan Sanchez – Abraham Peña
Title: DIRECTOR – Asst. Director

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE
"DRUG TEST COLLECTION SERVICES"
Bid No. 2009-160-06-03-MEG

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable
INCOMPLETE submittals shall be considered a probable cause for disqualification

1. PER HOUR FEES (LABOR):

BUSINESS HOURS 8-5	FROM	TO	FEES
REGULAR	24 Hr. Service Availability		-0-
PREMIUM	8-5 Business Hours		-0-

2. TEST CHARGES:

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Panel (10 individual)					
Cannabis	Urine			1-2 days	3-5 days
	Hair				
	Blood				
Cocaine	Urine				
	Hair				
	Blood				
Amphetamines	Urine				
	Hair				
	Blood				
Morphine	Urine				
	Hair				
	Blood				
Methamphetamines	Urine				
	Hair				
	Blood				
Phencyclidine	Urine				
	Hair				
	Blood				
Benzodiazepines	Urine				
	Hair				
	Blood				
Barbiturates	Urine				
	Hair				
	Blood				
Methadone	Urine				
	Hair				
	Blood				
Tricyclic Antidepressants	Urine				
	Hair				
	Blood				

Specific Test		Level Assessed (confirmation threshold)	Zero Level (screening threshold)	Turnaround time for results	
				NEGATIVE	NON-NEGATIVE
Rohypnol	Urine			3-5 days	
	Hair				
	Blood				
Alcohol	Urine			Few Minutes (3 min.)	
	Hair				
	Blood				
Ecstasy	Urine			3-5 days	
	Hair				
	Blood				
COMPLETE TEST COST (Includes all of the above)	Urine	36.00			
	Hair	300.00			
	Blood	NO BLOOD IS USED FOR TESTING. IN FEDERAL TESTS,			

IMPORTANT: Business Receive CITATIONS FOR USING BLOOD.

ALCOHOL: $26.00

3. TRAINING FEES: Training price per session		
a	Reasonable Suspicion Training	$ 90.00 pr. hr.
b	Drug Free Workplace Act	$ 90.00 pr. hr.
c	Other Drug Testing Related	$ 90.00 pr. hr.

COMPANY NAME: N.T.C. Drug & Alcohol Testing Services, Inc.

ADDRESS: 4132 N. 23rd, Edinburg Location 409 Mahl Street.

CITY/STATE/ZIP CODE: McAllen, Edinburg, La Joya, Weslaco, Harlingen

PHONE NUMBER: (956) 682-7090 24 Hr. Line

FAX NUMBER: (956) 682-4252

CELLULAR NUMBER: (956) 655-2067

AUTHORIZED SIGNATURE:

PRINTED NAME: SUSAN SANCHEZ

TITLE: DIRECTOR

EMAIL: NTC DRUGTESTING [redacted] @ YAHOO.COM

DATE: 05/19/09

OPENED
9:58 am
6-17-09

Witnessed

EXHIBIT "C"
INSURANCE REQUIREMENTS

Policy Number: CLS1319904 Date Entered: 6/25/2009

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/25/2009

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.
Davis Insurance Agency 2030 E. Griffin Parkway Mission, Texas 78572 Phone (956)581-9838 Fax (956)519-1524	
INSURED NTC DRUG TESTING SERVICES INC. DBA NURSES TECHNICAN AND COLLECTORS PO BOX 2083 MCALLEN, TX 78501	

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A SCOTTSDALE INSURANCE COMPANY	
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER X POLICY PRO-JECT LOC	CLS1426162	11/14/2008	11/14/2009	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 $EXCLUDED $2,000,000 $EXCLUDED
		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	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER	CANCELLATION
HIDALGO COUNTY 2802 S BUSINESS HWY 281 EDINBURG, TX 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 0 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

ACORD 25 (2009/01)

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ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/25/09

PRODUCER
ARCHIE ACEVEDO INSURANCE AGENCY
5717 N 10TH ST # A
MCALLEN, TEXAS 78504

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE — NAIC #

INSURED
NTC DRUG TESTING
4132 NORTH 23RD ST
MCALLEN, TEXAS 78504

INSURER A: ALLSTATE INSURANCE
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY PRO-JECT LOC				EACH OCCURRENCE $ DAMAGE TO RENTED PREMISES (Ea occurrence) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B		AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS [X] SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	048835602	09/27/2008	09/27/2009	COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ 300,000 BODILY INJURY (Per accident) $ 500,000 PROPERTY DAMAGE (Per accident) $ 50,000
C		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
D		EXCESS/UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE $ AGGREGATE $ $ $ $
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
F		OTHER				

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

NTC DRUG TESTING

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S BUS HWY 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2001/08)

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ACORD. CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/25/2009

PRODUCER

COMBINED GROUP INSURANCESERVICES INC
2304 TARPLEY ROAD, SUITE 124
CARROLLTON, TX 75006
(888) 237-9948
XY483 70D

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

NTC DRUG TESTING SERVICES, INC
DBA NURSES TECHNICIAN & COLLEC
P O BOX 2883
MCALLEN, TX 78502

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: THE TRAVELERS INDEMNITY COMPANY	
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 THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		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)	$
		☐ ANY AUTO					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	UB-7708C685-08	09/18/2008	09/18/2009	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

IN THE EVENT OF NON-PAYMENT OF PREMIUM, ONLY TEN(10) DAYS NOTICE OF CANCELLATION SHALL BE GIVEN.

CERTIFICATE HOLDER

HIDALGO COUNTY
2802 S. BUSINESS HIGHWAY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, 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

© ACORD CORPORATION 1988

Client#: 660265 63NURSETEC

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/25/2009

PRODUCER
BB&T Insurance
110 Dixie Street
Carrollton, GA 30117
770 214-1991

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Markel Ins (Stringer Ware)	38970
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
NTC Drug Testing Services Inc dba
Nurses Technicians & Collectors
PO Box 2883
McAllen, TX 78502

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$
		☐ ☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$
						GENERAL AGGREGATE	$
		GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC				PRODUCTS - COMP/OP AGG	$
		AUTOMOBILE LIABILITY					
		☐ ANY AUTO				COMBINED SINGLE LIMIT (Ea accident)	$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				☐ WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Professional	3CD33014422	11/09/08	11/09/09	Each Claim $1,000,000 Aggregate $1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Professional Liability-Testing Services; Claims Made; Retro Date: 11/09/06; Deductible: $2,500

CERTIFICATE HOLDER

Hidalgo County
2802 South Business Hwy 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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AI-16394 **42.Z.0.**

Drug Testing Services Award of Bid/Contract

CC REGULAR

Date: 07/14/2009
Submitted By: Marty Salazar, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

A. Pursuant to Hidalgo County Procurement Packet Legal Notices and in the best interest of Hidalgo County, requesting waiver of technicalilty in connection with vendor (NTC) ommission of Addendum #1 in bid response (with supporting documentation of confirmation of receipt);

B. Recommending award of bid and approval of contract document to the lowest bidder meeting all specifications/requirements, terms and conditions as attached hrereto for Sheriff's Office-Drug Test Collection Services project #2009-160-06-03-MEG.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2009
ACCT. #: 9-1100-421-00-280-001-0-339
FUNDS AVAILABLE Y/N?:
MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Link: recommendation ltr, participation,acceptance
Link: contract document

Form Routing/Status

Route Seq	Inbox	Approved By Date	Status
		Marty Salazar 07/08/2009 11:11 AM	CREATED
1	Purchasing Department (Originator)	Marty Salazar 07/08/2009 02:37 PM	APRV
2	Budget & Management		NEW
3	Auditor's Office		

Form Started By: Marty Salazar Started On: 07/08/2009 11:11 AM

AI-33431 **11. J.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to purchase the license renewal for 12 months through a purchase order not executed agreement, from Webex Communications, Inc. through Requisition#219884 in the amount of $150.00/month. Effective: 8/12/2012-8/11/2013 (2-1100-415-00-200-002-0-336):

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-415-00-200-002-0-336

FUNDS AVAILABLE Y/N?: Yes MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available through Requisition#219884 in the amount of $750.00 as of 8/10/12 for Webex Communications Inc.

Attachments

Requisition

Quote

Vendor's Email

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/02/2012 01:43 PM
Budget & Management	Merlen P. Munoz	08/02/2012 02:27 PM
Erika Zamora	Erika Zamora	08/02/2012 04:57 PM
Ivan Cantu	Erika Zamora	08/03/2012 09:03 AM
Erika Zamora	Erika Zamora	08/10/2012 03:57 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Matilde Faz Started On: 07/25/2012 03:35 PM

Final Approval Date: 08/10/2012

Requisition

Consent
#33431
8/14/12

Req # 00219884

PO #

Date: 07/23/12

Bill To: x
x

Vendor : 360783

WEBEX COMMUNICATIONS INC.
P.O. BOX 49216
SAN JOSE CA 95161-9216
FAX (949)580-2201

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

Contact: EDNA KIRBY
956-292-7010

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
5.00	MONTH	OM LICENSE RENEWAL SUPPORT CENTER/REMOTE SUPPORT SEPTEMBER 2012 THRU DECEMBER 2012	150.00	750.00
		Account No	Encumbrance	.00
		2-1100-415-00-200-002-0-336	750.00	
			Freight	.00
			Total	750.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

219884

Cisco webex

QUOTE

Cisco WebEx

We have to start meeting like this

DATE: JULY 10, 2012

Camille Ehnisz
cehnisz@cisco.com
512.506.8033

CUSTOMER INFO AND BILL TO:

Edna Kirby
edna.kirby@co.hidalgo.tx.us
Administrative Assistant II
100 E Cano 4th Floor
Edinburg, Texas 78539
p. 956.292.7010 Ext. 6017
f. 956.318.2152
Hidalgo County, Texas

SALESPERSON	AGREEMENT TERMS	WEBEX URL	ORDER TYPE (NEW/RENEWAL/MODIFY)	PAYMENT TERMS	START-END DATE
Joe Spivey	12/12	hidalgo.webex.com	Renewal	Monthly	8/12/12-8/11/13

QTY	ITEM #	DESCRIPTION	UNIT PRICE	MONTHLY PRICE	LINE TOTAL
1	WX12137-01	Support Center Named Hosts (Cap 5 Participants) 1 - 9 Named Hosts	$150.00	$150.00	$1800.00
		Total Monthly		$150.00	
		TOTAL INVOICE			$ 1800.00

Matilde Faz

From: Edna Kirby [edna.kirby@co.hidalgo.tx.us]
Sent: Monday, July 23, 2012 1:47 PM
To: 'Matilde Faz'
Subject: FW: Quote

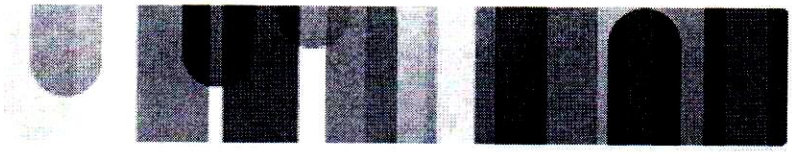
Req. 219884 (WebEx)

Regards,
Edna Kirby
edna.kirby@co.hidalgo.tx.us
Administrative Assistant II
100 E Cano 4th Floor
Edinburg, Texas 78539
p. 956.292.7010 **Ext.** 6017
f. 956.318.2152
Hidalgo County, Texas

From: Camille Ehnisz (cehnisz) [mailto:cehnisz@cisco.com]
Sent: Monday, July 23, 2012 1:33 PM
To: Edna Kirby
Cc: Camille Javier
Subject: RE: Quote

No need to sign anything. Will you have a new PO for this renewal? If so please email it to me so we can attach it to your account





Camille Ehnisz
Public Sector - Contract Specialist
cehnisz@cisco.com
Phone: **512-506-8033**
Mobile: **512-983-9941**
Fax: **512-506-9601**

Cisco Systems, Inc.
Austin, Texas
United States
Cisco.com
WebEx.com

From: Edna Kirby [mailto:edna.kirby@co.hidalgo.tx.us]
Sent: Monday, July 23, 2012 11:07 AM
To: Camille Ehnisz (cehnisz)
Subject: RE: Quote
Importance: High

Hi Camille,

Is there anything that needs to be signed?

Regards,

AI-33341 **11. K.**

CC CONSENT

Meeting Date: 08/14/2012

Submitted By: Matilde Faz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Cooperative Agreements:

Approval to utilize the following cooperative purchasing vendors (as listed in detailed revised Exhibit(s) attached) for purchases on an "AS NEEDED BASIS" through our membership/participation with Texas Procurement and Support Services (TPASS), (DIR) Department of Information Resources, (TCPN) The Cooperative Purchasing Network, (HGAC), US Communities, (GSA) General Service Administration, (TASB-Buy Board) Texas Association of School Board, (TIPS) The Interlocal Purchasing System, (HCDE) Harris County Department of Education/Choice Facility Partners, (NJPA) National Joint Powers Alliance awarded pricing including, but not limited to, Precincts, Department, Programs, Agencies, etc. with term of authority to purchase from contract detailed herein commencing upon approval and expiring December 31, 2012.

BACKGROUND

Fiscal Impact

FISCAL YEAR: N/A ACCT. #: N/A

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

BUDGETARY IMPACT:

No budgetary/fiscal impact. Request is only for authority to utilize coops when making purchases.

Attachments

TPASS-Athlete's Needs

Updated Vendor's List

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/02/2012 01:42 PM
Budget & Management	Merlen P. Munoz	08/02/2012 02:27 PM
Rosalinda Cantu	Rosie Cantu	08/02/2012 03:31 PM
Auditor's Office	Angela Garcia	08/10/2012 05:09 PM

Form Started By: Matilde Faz Started On: 07/19/2012 10:56 AM

Final Approval Date: 08/10/2012

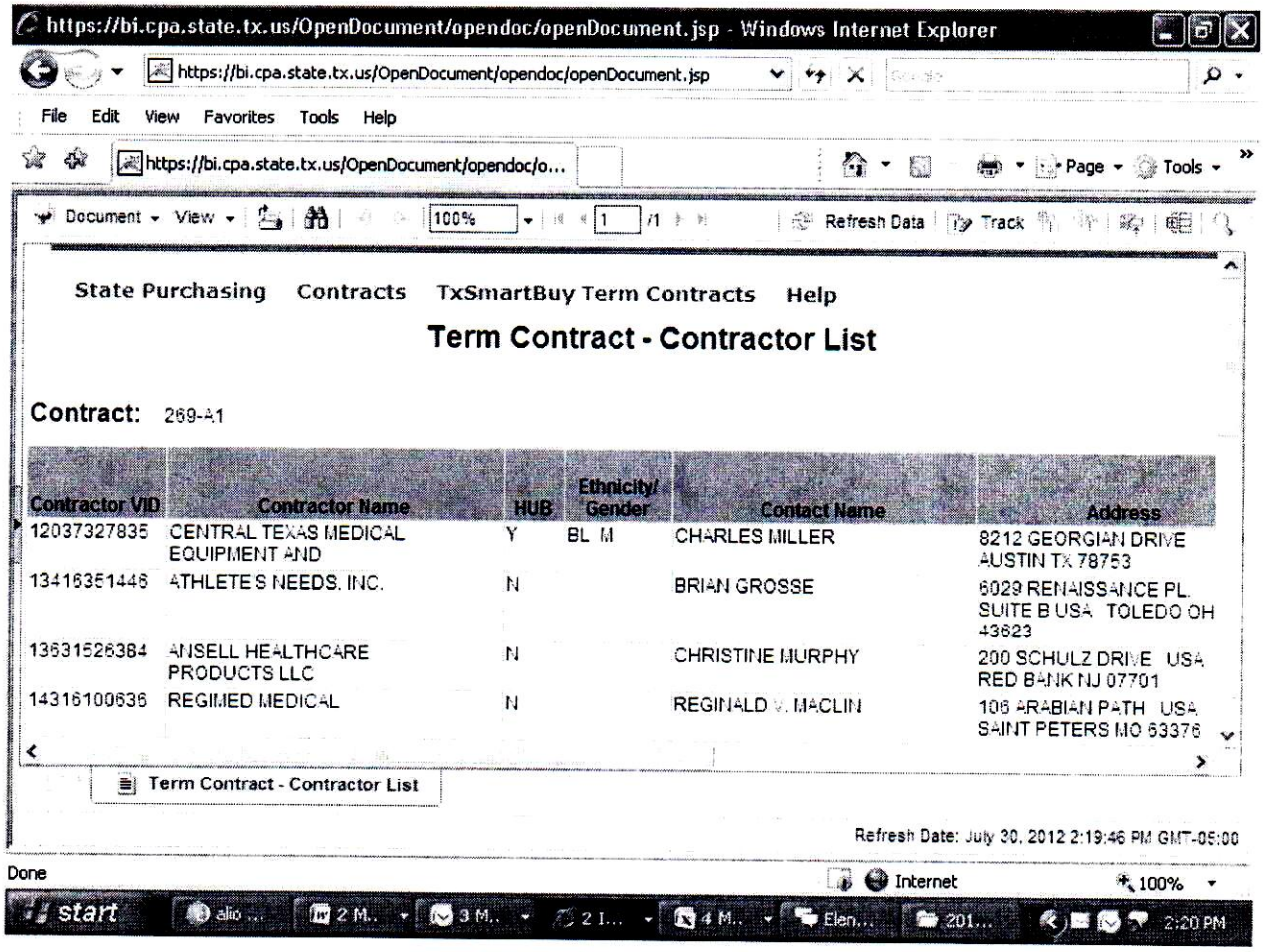
Consent
#33341
8/14/12

Contract Terms and Instructions

Contract 269-A1 DRUGS AND PHARMACEUTICALS

Start Date: 02/2012

End Date: 01/2013



Contractor VID	Contractor Name	HUB	Ethnicity/ Gender	Contact Name	Address
12037327835	CENTRAL TEXAS MEDICAL EQUIPMENT AND	Y	BL M	CHARLES MILLER	8212 GEORGIAN DRIVE AUSTIN TX 78753
13416351446	ATHLETE S NEEDS, INC.	N		BRIAN GROSSE	6029 RENAISSANCE PL. SUITE B USA TOLEDO OH 43623
13631526384	ANSELL HEALTHCARE PRODUCTS LLC	N		CHRISTINE MURPHY	200 SCHULZ DRIVE USA RED BANK NJ 07701
14316100636	REGIMED MEDICAL	N		REGINALD V. MACLIN	106 ARABIAN PATH USA SAINT PETERS MO 63376

Hidalgo County Commissioners Court has granted approval to utilize the listed awarded cooperative vendors thru December 31, 2012 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
06/26/2012	Audio Visual Aids	Audio Visual Equipment & Supplies	394-12	5/01/2012 - 4/30/2015
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
12/6/2011	Bill Bunton Auto Supply and Machine	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
10/12/2010	Border States Electric	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
12/6/2011	Burton	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
6/21/2011	C&S Safety Supply	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
6/26012	Camcor, Inc.	Audio Visual Equipment & Supplies	394-12	5/01/2012 - 4/30/2015
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
6/26/2012	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 11/30/2012
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
6/26/2012	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 –11/30/2012
6/26/2012	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	391-12	3/01/2012 - 2/28/2015
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
08/07/2012	Ewing Irrigation Supply	Grounds Maint. Equipment, Irrigation Parts, Supplies & Inst.	373-11	06/01/2011-05/31/2014
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
11/29/2011	Fleet Safety Equipment, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
12/6/2011	GCR Tire Centers	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
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 Rental	340-10	6/1/2010-5/31/2013
	Gaylord Bros. Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
10/11/2011	Gaylord Bros. Inc.	Furniture-School, Office, Science, Library & Dormitory	337-10	4/1/2010 – 3/31/2013
12/07/2010	Glidden Professional Paint (formerly ICI Paints)	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010 – 5/31/2013
	Godwin Pumps Of America, Inc.	Water & Waste Water Pumps & Motor	344-10	7/01/2010 - 6/30/2013
9/20/2011	Grande Truck Center	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2011-11/30/2013
8/9/2011	Gulf Coast Paper Company	Custodial Supplies & Equipment	372-11	8/1/2011-7/31/2014
12/20/2011	Gulf Coast Paper Company	Office Supplies & Equipment	328-09	11/1/2009 – 10/31/2012
	Health Edco Inc.	Instructional Supplies & Equipment	328-09	11/01/2009 - 10/31/2012
7/05/2011	Henry Schein, Inc.	First Aid Supplies & Equipment	374-11	6/1/2011 - 5/31/2014
6/14/2011	Hubert Company	Food Service Equipment & Supplies	355-10	11/1/2010-10/31/2013
04/24/2012	IdentiSys, Inc.	Technology & Telecommunications Equipment, Software & Supplies	31-09	11/01/2009-10/31/2012
	Jean's Restaurant Supply	Food Services Equipment & Services	355-10	11/1/2010 - 10/31/2013
9/27/2011	John Deere	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/1/2011-5/31/2014
7/05/2011	John Deere Landscapes	Grounds Maint, Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
6/26/1012	Johnstone Supply	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	06/01/2010-05/31/2013
9/13/2011	Lumatec Lighting Service	Outdoor Street Lighting	382-11	9/1/2011 – 8/31/2014
	Mansion Grove House, LLC	Athletic, PE & Gym Supplies & Eq. & Exercise	336-10	4/1/2010-3/31/2013
6/26/2012 11/08/2011	Melhart Music Center Miller Uniforms & Emblems Inc.	Audio Visual Equipment & Supplies Public Safety & Fire House Supplies & Equipment	330-09 363-10	11/01/2009-10/31/2012 01/01/2011 – 03/31/2014
8/7/2012	Mission Restaurant Supply	Food Service Equipment & Supplies	355-10	11/01/2010-10/31/2013
6//28/2011	Moore Medical LLC	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011 - 3/31/2014
7/12/2011	Moore Medical LLC	First Aid Supplies & Equipment	374-11	6/1/2011-5/31/2014
10/04/2011	MSC Industrial Supply Co.	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	01/01/2010-05/31/2013
12/6/2011	O'Reilly Auto Parts	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
11/2/2010	Park Place Recreation Design, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/1/2010 - 9/30/2013
5/10/2011	Philpott Motors	Vehicles & Heavy Duty Trucks & Options	358-10	12/1/2010-11/30/2013
1/25/2011	Pitney Bowes	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
9/20/2011	Radio Communications	Radio Communication Products	364-10	4/1/2011-3/31/2014
9/20/2011	Ricoh Americas (IKON-Ricoh Bus. Sol.) (Copiers)	Copiers & Supplies	379-11	9/1/2011 - 8/31/2014
12/21/2010	S & S Worldwide	Instructional Supplies & Equipment	328-09	11/1/2009-10/31/2012
	SGS Industrial DBA Sea Garden	Public Safety & Fire House Supplies & Equipment	339-10	6/01/2010-5/31/2013

	Safeguard Universal	Awards, Trophies & Personal Recognition	343-10	7/1/2010-6/30/2013
1/10/2012	Scott Equipment	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
12/13/2010	Sexauer	Building Maintenance, Repair & Operation Supplies & Equipment	339-10	6/1/2010-5/31/2013
	SHI Government Solutions	Technology, Eq., Software, Supplies & Telecomm	331-09	11/01/2009 - 10/31/2012
7/05/2011	School Health Corporation	First Aid Supplies and Equipment	374-11	6/01/2011-5/31/2014
	Siddons Fire Apparatus, Inc.	Fire Apparatus	323-09	9/01/2009 - 8/31/2012
12/6/2011	Southern Tire Mart	Tires, Tubes & Automotive Parts Supplies and Equipment	387-11	12/01/2011 - 11/30/2014
	Staples	Office Supplies & Equipment	328-09	11/01/2010 - 10/31/2012
	Superior Alarms	Fire & Security & Monitoring	325-09	10/1/2009-9/30/2012
9/20/2011	T&G ID Systems, Inc.	Office Supplies & Equipment	328-09	11/1/2009-10/31/2012
6/16/2012	Tandus US LLC	Indoor & Outdoor Flooring Products & Sports Surfaces	391-12	03/01/2012-02/28/2012
11/22/2011	The Playwell Group, Inc.	Parks, Recreation & Field Lighting Products & Installation	346-10	10/01/2010-09/30/2013
7/12/2011	Texas Laundry Service Co.	Commercial Washers & Dryers	356-10	11/1/2010-10/31/2013
10/25/2011	Vermeer Texas-Louisiana, Inc.	Construction Equipment, Road & Bridge, Ditching, Trenching & Utility Equipment	345-10	10/1/2010-9/30/2013
5/17/2011	World Wide Imaging Supplies	Office Paper & Toner Products	369-11	05/1/2011 – 04/30/2014

TPSS-Term contracts P.O.s;

CC Date	Vendor	Contract Description	Contract	Contract Term
7/20/2010	1st Choice Restaurant Equip. & Supply	Commercial Refrigerators, Freezers, Merchandisers, ice makers/dispensers	740-A1	5/2010-01/31/2013
9/7/2010	Alaven Pharmaceutical, LLC	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
8/14/2012	***Athlete's Needs, Inc.***	**Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)**	**269-A1**	**3/2010-1/31/2013**
	Auburn Pharmaceutical Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
8/2/2011	BDI Pharma, Inc.	Vaccines and Biologicals	269-A2	06/2012
	Bob Barker Company, Inc.	Clothing & Apparel	200-A1	3/2010-11/2012
6/29/2010	Canon	Photocopier Lease & Rental	985-L2	5/2009 – 08/2012
	Central Texas Medical Equipment & Supplies	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
11/08/2011	GT Distributors	Police Equipment & Accessories	680-A1	11/01/2011-10/31/2014
	Graybar Electric	Electrical Equipment & Supplies	285-A1	1/2010-8/2012
3/7/2011	Impact Recovery Systems, Inc.	Traffic Control Devices, Markers, Delineators	550-A2	10/2010-8/2013
6/26/2012	Johnson Grayson Automotive Inc. dba Holiday Ford & Holiday Chevrolet	Fleet Automobiles & Law Enforcement Vehicles	071-A1	4/11/2011-12/31/2012
11/1/2011	MMS-Midwest Medical Supply	Hospital Sundries (Disposables) including syringes	475-A1	9/2011-5/2013
	National Vitamin Co.	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013

8/7/2011	Novartis Vaccines & Diagnostics, Inc.	Vaccines & Biologicals	269-A2	1/2007-9/2012
	Pitney Bowes Inc.	Lease for Mail Equipment, Meters, Scales & Purchase of Supplies Postage Meters-Rental Renewal Only	985-L1 985-L1	11/2008-8/2012 11/2006-8/2012
	PlumbMaster, Inc.	Plumbing Parts, Fixtures & Supplies	670-A2	11/2005-12/2099
11/8/2011	Precision Delta Corp.	Police Equipment & Accessories	680-A1	11/1/2011-10/31/2014
	Presto Printing	Business Cards through TX Smartbuy	966-N1	1/2007-11/2012
10/25/2011	Prime Source Services	Hospital Sundries (Disposables), Including Syringes	475-A1	9/2011-5/2013
3/20/2012	Regimed Medical	Drugs, Pharmaceuticals & Multi-Vitamins (Human Use)	269-A1	3/2010-1/31/2013
	Sanofi Pasteur, Inc.	Vaccines & Biologicals Influenza Vaccine	269-A2 269-A3	1/2007-6/2012 3/2012-2/2813
	Texas Correctional Industries	Laundry Supplies Name Plates Easels & Signs (engraved) up to 24”x48” Posture Back Ergonomic	505-A2 665-A2 425-A8	1/1960-12/2099 12/2001-11/2099 8/2006-12/2099
	Texas Department of Criminal Justice	Furniture TCI & TIBH Chairs, Desks, Tables, Sofas, Bookcase	425-A5	5/1987-12/2099
9/6/2011	Texas Laundry Service	Laundry Equipment	500-M1	8/1/2011-7/31/2012
	Voss Lightning	Electrical Equipment & Supplies	285-A1	1/2010-8/2014
	Xerox Corporation	Photocopier Lease & Rental	985-L2	5/2009-8/2012

TPSS-DIR;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
9/21/2010	ARC Austin Ribbon & Computer Supplies, Inc.	DBITS-Technology Migration/Upgrade Software Computer, Thin Clients and Terminals/Computer Operations Services/Software	886 890	1/20/2013 1/20/2013
06/26/2012	AT&T	Wireless voice and Data Products	1777	04/12/2013
9/13/2011	AT&T Corp.	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
6/29/2010 7/05/2011	CDW Government, Inc./Oki Data Americas, Inc. CDW Government, Inc./Lenovo (US, Inc.)	Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software Computer Equipment, Software, Components, Peripherals & Software	673 1364 835	05/15/2012 5/5/2014 12/2012
8/9/2011	CDW Government, Inc./Oki Data Americas, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1680	6/7/2015

9/6/2011	CDW Government, LLC	Networking Products & Services, Networking Equipment, Tele-Network Services & Network	1381	6/9/2014
11/30/2010	CRC - Computer Repair Center	Scanners	1364	5/5/2014
	Calence	Computer Equipment, Software, Components, Peripherals & Software Networking Products & Services Audio Conferencing Services, Technology-Based, Conferencing & Video Services Networking Equipment	838 1369	12/31/2012 5/13/2014
10/5/2010	Calence, LLC dba Insight Networking	Network, Networking Equipment, Network Prod. & Serv. & Tele-Network Serv.	1460	8/30/2014
	Calence Physical Security Solutions, LLC	Surveillance Camera Products & Related Services	580	1/15/2012
10/4/2011	Carahsoft Technology Corporation	Software	621	1/8/2012
6/14/2011	CASO Document Management	Software	1429	7/7/11-7/7/14
5/10/2011	Cross Match Technologies	Emergency Preparedness Hardware and Related Services	1024	7/17/11-7/17/13
	Daptiv/CIMA	Software Supplies & Services	841	12/29/2012
	Dell Marketing LP	Software	890 1014	1/20/2013 6/1/2013
9/13/2011	Department of Information Resources	TEX-AN NG Communications Technology Services	DIR-TEX-AN-CTSA-005	7/1/2016
7/26/2011	Econet.com	Security Services	645	2/21/2012
6/29/2010	ESI Acquisition Inc.	Contract for Products & Related Services	822	12/4/2012
7/27/2010 3/15/2011 11/08/2011	Environmental Systems Res. Institute	Software Product and Services	1078	09/03/2013
2/8/2011 2/14/2011	MTM Technologies, Inc.	Computer Equipment, Software, Components, Peripherals & Software, Network Equipment, Products & Services, Tele-Network Services, Tele-Telecommunication Equipment	1469 1585	8/17/11-8/17/14
9/06/2011	Paradigm Systems Solutions, Inc.	Computer Solutions,	1365	06/10/11-06/20/14
12/21/2010	Presidio Networked Solutions, Inc.	Networking Equipment, Tele-Network Services & Networking Products & Services	1367 1547	5/20/11-5/20/14 9/22/11-9/22/14
11/30/2010	Reyna Enterprises, Inc. dba CRC	Software	1364	5/5/2014
10/04/2011	Sequel Data Systems	Software	621	1/8/2012
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	810 890	12/18/2012 1/20/2013
	SHI Government Solutions, Inc.	Purchase or Various Software	1009	7/8/2013
	SHI Government Solutions, Inc.	Computer Equipment, Software, Components, Peripherals & Software	1364	
7/12/2011	SHI Government Solutions, Inc.	Hardware and Peripherals and Related Services	810	12/18/2012

9/13/2011	Shoretel, Inc. Authorized Dealer Richline Technical Services	Networking Equipment, Tele-Telecommunications Equipment, Tele Network Services, Networking Products & Services, Tele-Telephone Equipment	1603	9/27/2014
11/23/2010	Spillman Technologies, Inc.	Software	1623	11/3/2014
6/26/2012	Sprint	Wireless Voice and Data Products	1780	04/30/2013
6/26/2012	T-Mobile	Wireless Voice and Data Products	1778	03/21/2013
6/26/2012	Verizon	Wireless Voice and Data Products	1779	03/21/2013
	Votec	Software	937	2/27/2011-2013

TPSS-TXMAS contracts;

CC Date	Vendor	Contract Description	Contract	Contract Term
8/3/2010	Access Imaging Solutions LLC	Document Imaging	9-36010	6/5/2009 – 3/30/2014
5/1/2012	Allied Fire Protection-SA LP	Fire Protection Services	10-03FAC0100	8/11/2010-12/10/2014
8/10/2010	Aria Medical	Medical Equipment and Supplies	7-6511A020	2/9/2007-6/29/2013
8/3/2010	4MD Medical Solutions	Medical Equipment	10-65IIA010	11/19/2009-8/14/2013
	All Steel Inc.	Office Furniture	9-71I030	10/31/2008-9/30/2013
	Beta Technology, Inc.	Food Service, Hospitality, Cleaning Equip. & Supplies, Chemicals & Services	5-73050	7/13/2005-3/31/2015
2/21/2012	Bob Barker	Detention Supplies	12-84050 12-73020	12/7/2011-4/22/2013 12/7/2011-2/10/2013
11/08/2011	Business Interiors by Staples The Hon Company Mayline Group	Special Use Furniture Special Use Furniture	6-71111060 4-7110330	05/10/2006-03/26/2016 07/02/2004-11/10/2016
	B&H Photo & Video	Photographic Equipment-Cameras, Photographic Printers and Related Supplies & Services (Digital and Film –Based)	8-67030	1/25/2008-8/2/2014
	B&H Photo & Video	VCRS, VCP, DVD, Monitors & Monitors/Receivers, Including Spare & Repair Parts, and Accessories	8-58I020	1/25/2008-1/31/2015
5/15/2012	Conduit Language Specialists	Translation Services	11-738II020	5/20/2011-9/2/2014
6/26/2012	Copy Graphics, Inc.	Office Imaging and Document Solutions/Copying Equipment	5-36050-3	12/11/2004-9/30/2016
6/26/2012	Datum Filing Systems Inc.	Office Furniture	5-711010	9/15/2004-10/31/2013
	Diaz Floors & Interiors	Floor Covering	5-721A060	2/17/2005-8/3/2014
9/21/2010	Dream Ranch d b a Cartridge World	Ink and Toner Cartridges	8-75040	7/23/2008-6/02/2013

8/9/2011	Eagle Mountain Flag and Flagpole	Flags, Banners, Pennants, and Related Products	7-780160	8/23/2007-5/31/2016
	Emergency Vehicle Equipment	Total Solutions for Law Enforcement, Security, Facilities Mgt. Fire, Rescue, Clothing, Marine	5-840180	6/17/2005-8/31/2014
9/06/2011	Ergogenesis, LLC	Office Furniture	11-71080	07/14/2011-05/05/2016
	Fed Ex Kinko's	The Office, Imaging & Document Solution	5-36020	1/14/2005-10/13/2013
8/7/2012	Ferguson Enterprises, Inc.	Hardware	9-51V020	5/13/2009-1/31/2016
6/15/2010	Firetrol Protection Systems, Inc.	Facilities Maintenance & Management	6-03FAC020	7/12/2006-4/23/2016
	GCR Tires Centers Of Pharr	Tires	7-261020	1/19/2007-12/20/2016
6/21/2011	Gateway Printing & Office Supply, Inc.	Office Products/Supplies & Services & New Products/Technology	5-75020-13	7/7/2005-01/15/2013
10/25/2011	Gateway Printing & Office Supply, Inc.	Special Use Furniture	6-71111060-11	5/10/2006-01/15/2013
	Global Industries, Inc.	Office Furniture	3-7111010	11/21/2002-12/31/2012
8/2/2011	MCFSA LTD d/b/a Metroplex Control Systems-ISI-MCS	Access Control Systems	9-84060	6/23/2009-11/30/2013
11/16/2010	Jasper Seating Company, Inc. dba J.S.I and Community	Office Furniture	9-71I020	10/9/2008 – 6/24/2013
5/10/2011	Johnson Controls, INC.	Complete Facilities Maintenance and Management	5-03FAC020	12/08/2004-07/13/2014
10/25/2011	Jones & Cook Stationers	Special Use Furniture	6-71111060-11	5/10/2006-3/26/2016
	Kimball International Marketing	Office Furniture	3-711060	12/16/2002-6/26/2012
6/14/2011	Lone Star Uniforms, Inc.	Uniforms & Clothing	9-840100	8/10/2009-5/14/2014
	MCS Metroplex	Access Control Systems	9-84060	6/23/2009-11/30/2013
	MSC Industrial Supply Co.	Hardware	3-51V020	6/4/2003-10/31/2012
	Mayline Company	Office Furniture	4-7110330	7/2/2004-11/10/2016
	Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light/medium truck, & bus, & retread svcs.	7-261010	12/19/2006-12/5/2011
1/31/2012	National Office Furniture	Office Furniture	11-71050	5/5/2011-3/30/2016
6/26/2012	Oce North America, Inc.	Office, Imaging and Document Solutions Copying Equipment	2-36010	8/1/2002-9/21/2012
1/31/2012	OfficeSource, LTD	Office Furniture	11-71050-27	5/5/2011-3/30/2016
1/24/2012	OfficeSource LTD	Office Furniture	3-711060-3	12/16/02-06/26/2012
11/1/2011	RSC	Hardware Equipment Rental	9-51v010	10/20/2008-08/29/2012
12/13/2010	Red Wing Shoe Industrial	Shoes	9-84090	8/12/2009-9/30/2012
	Sherwin Williams	Maintenance & Hardware	5-51V010	10/11/2004-1/31/2013
	Simplexgrinnell, LP	Total Solutions for Law Enforcement, Security Facilities, Mgmt., Fire, Rescue, Clothing, Marine	5-84070	12/6/2004-6/30/2012

8/16/2011	SimplexGrinnell, LP	Fire Alarm & Suppression Services	5-03FAC010	12/6/2004-6/26/2013
	Snap-On Industrial	Hardware Products & Services	3-51V010	9/20/2002-1/31/2016
	Southern Tire Mart LLC-Michelin Bridgestone	Tires	7-261010 7-261020	12/19/2006-12/20/2016 1/19/2007-12/20/2016
7/20/2010	State Industrial Products	Hardware Superstore 12/27/2004 – 11/30/2010	5-51V020	12/27/2004-11/30/2015
	Tandus US, Inc.	Floor Covering	5-721A060	2/17/2005-8/3/2014
8/9/2011	Teknion dba WorkSpace Solutions, Inc.	Office Furniture	3-7110570-4	9/22/03-3/8/2014
11/22/2010	The Hon Company	Office Furniture	6-71111060	5/10/2006 – 3/26/2016
6/12/2012	Tire Centers, LLC Michelin North America, Inc.	Tires, Pneumatic (new), for passenger, light truck, med truck, & bus & retread services	11-23V070	07/16/2011-05/31/2013
	Tremco, Inc.	Bldg. & Bldg. Materials/Industrial Services & Supplies	6-56050	3/6/2006-5/31/2014
	United Rentals, Inc.	Hardware Superstore, Heavy Vehicle Equipment	7-51V080	7/5/2007-7/31/2015
5/01/2012	Video Sound & Lights	Detention Supplies	12-73020-3	12/07/2011-02/10/2013
	Visual Innovations Company, Inc.	Professional Audio/Video, Telecommunications and Security Solutions	4-581010	10/24/2003-7/7/2012
	W.W. Grainger, Inc.	Industrial, Janitorial Supplies	2-539030	8/26/2002-2/28/2014
5/22/2012	West Publishing Corporation	Financial & Business Solutions, Address verification Rpts, Skip Location Rpts, Domestic Bus. Profile Computer Assisted Legal and Investigative Research Services (CALIR)	3-520010 CCG-CALIR 2010-001	9/19/2002-8/15/2015 2/1/2011-2/1/2014
	World Wide Imaging Supplies	Office Products	8-75030	5/2/2008-10/1/2012

TPSS-State Travel Management Program;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
	Enterprise Rent a Car	Car Rental	TX-C1080	3/31/2004-11/30/2012
	Avis Rent a Car Systems	Car Rental	TX-C1080	3/31/2004-11/30/2012

TIPS;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
6/26/2012	3-C Technology	Audio Visual Equipment & Supplies Computer Equipment, Components & Peripherals	1012612 1072309	7/23/2012
5/15/2012	B & H Photo Video Pro-Audio	Classroom and Teaching Aids	6121809	12/18/2012
5/15/2012	Camacho	Trades, Temporaty Labor and Material	1032212	03/22/2013
6/26/2012	Chemical Response & Remediation Contractors, Inc.	Trades, Temporary Labor and Materials Professional Consulting and Other Related Services	1032212 2052810	03/22/2013 05/28/2013
6/12/12	Diaz Floors & Interiors	Trades, Temporary Labor and Materials	1032212	3/22/2013

6/26/2012	Arbor Construction & Energy Management	Trades, Temporary Labor & Materials	1032212	03/22/2013

US Communities;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
12/07/2010	GTSI	Computer Equipment, Software, Components & Peripherals Software	4400001197	5/01/2009-4/30/2013
	Graybar	Electrical Products	MA-43272-6	1/31/2013
	Insight Public Sector	Technology Products Equipment & Technology Services/Solutions	RQ-09-997736-42b	5/01/2009-4/30/2013
8/03/2010	Service Wear Apparel	Uniform and Work Apparel	A1465-10	9/01/2010-12/31/2014
11/22/2011	The Home Depot	Maintenance/Hardware Supplies	11019	8/1/2011-7/31/2014
6/22/2010	Tech Depot	Technology Products & Solutions	RQ09-997736-42C	5/1/2009-4/30/2013
	Zep Manufacturing Company	Cleaning Chemicals and Supplies	2007-118-3034	12/31/2012

TCPN;

CC Approval Date	Vendor	Contract Description	Contract	Contract Term
08/07/2012	AUTO ZONE	Automotive Parts & Supplies	R5165	07/01/2012-06/30/2013
1/31/2012	CDW-G	Hardware, Software and Services	R-5106	1/9/2012-12/31/2012
5/1/2012	Facilities-USA, LLC	Job Order Contract (JOC)	R-5085	11/1/2011-10/31/2012
7/10/2012	GovConnection	Technologies Solutions	R-5110	11/22/2011-10/31/2012
8/17/2010	Jamail & Smith Construction	Job Order Contract (JOC)	R4957	3/31/2010-3/31/2015
7/12/2011	Lowe's Home Centers, Inc.	MRO Equipment, Supplies & Related Items/Services	R4954	3/31/2010-3/31/2015
9/14/2010	Office Depot	Furn., Office, Instructional or Library Office & School Supplies, Printing & Shipping Services, Promotional Prod./Printing Services.	R5023	7/12/2010-2/28/2015
2/22/2011	Quill.com	Office Supplies & School Products	R-4945	2/28/2010-2/28/2015
6/28/2011	Separation Systems Consultants, Inc. (SSCI)	Environmental Services	R-5068	06/01/2011-05/31/2016
	Tandus US LLC	Commercial Floor Covering Systems	R-4882	7/31/2008-7/31/2013
6/26/2012	Tech Depot	Computer, Components, Peripherals & Software	R-5113	11/22/2011-10/31/2012
4/5/2011	Trane	Heating, Ventilating, Air Conditioning & Plumbing	R-5045	10/13/2010-9/30/2017
5/10/2011	ThyssenKrupp Elevator Corp.	Elevator Products & Services	R-5042	9/30/2010-9/30/2015
	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
11/22/2011	Brazos Technology Corporation	General Purpose Commercial Information Technology Equipment, Software and Services	GS 35F 0096X	11/30/2015
6/26/2012	Buckstaff Public Safety, Inc.	Total Solutions For Law Enforcement, Security Facilities Management, Fire Rescue, Clothing, Marine Craft and Emergency/Disaster	GS-07F-0251T	02/28/2017
6/26/2012	CDW-G	General Purpose Commercial Information Technology Equipment, Software and Services	GS-35F0195J	11/25/2012
8/3/2010	Comtech LLC	Software and Services	GS-35F-0431K	5/23/2015
	Dell	Computer Equipment, Software, Components, Peripherals & Software	GS-35F-4076D	
6/26/2012	DLT Solutions	General Purpose Commercial Information Technical Equipment, Software and Services	GS-35F-4543G	11/28//2012
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
6/12/2012	Caldwell Country Chevrolet	Current Model Cars & Light Trucks	VE11-11	Thru Nov 30, 2013
3/20/2012	Daco Fire Equipment	General Purposse & Emergency Vehicles	FS12-11	12/1/2011-11/30/2013
	EF Johnson Co.	Communications Equipment & Services	RA01-08	
6/12/2012	Motorola	Communication Equipment & Services	RA05-12	05/01/2012-04/30/2015
6/12/2012	Source Incorporated of Missoury dba Source, Inc.	Wireless Telecomm Equipment & Services	CW10-09	11/1/2009-10/31/2012
6/12/2012	Sprint	Communication Equipment & Services	CW-05/02	11/01/2009-10/31/2012
	Superior Alarms	Surveillance & Access Control Equipment	SE05-05	
	Superior Alarms	Video Surveillance Systems	SE05-08	
06/12/2012	Superior Alarms	Surveillance, Access Control & Security Fencing	SE05-12	05/1/2012 – 04/30/2015
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	120209-PBI	12/18/2013

***Denotes: New Vendor added for approval**

Contract Renewed