AI-35082 **County Judge's Office 5. A.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Adrian, County Judge's Office **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution Honoring McAllen School Board on School Board of the Year Award

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2012 01:54 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Monica Badillo Started On: 11/01/2012 01:35 PM

Final Approval Date: 11/02/2012

RESOLUTION

IN HONOR OF
THE MCALLEN INDEPENDENT SCHOOL DISTRICT BOARD OF TRUSTEES

WHEREAS, the McAllen Independent School District Board of Trustees has received the state's highest honor for a Board of Trustees, being named the "2012 Outstanding Board of the Year" at the Texas Association of School Administrators/Texas Association of School Boards State Convention; and

WHEREAS, in receiving this award, McAllen ISD advanced through three levels of state competition, first winning the title of "2012 Region One School Board of the Year", then "2012 Honor School Board of Texas", one of only five in the state, and concluding with being selected first among the more than 1,000 school districts in Texas; and

WHEREAS, McAllen ISD has drawn state and national acclaim in education circles and the public arena for its efforts to introduce mobile-learning devices to every child thus transforming teaching and learning for the 21st-century learner; and

WHEREAS, the McAllen ISD Board of Trustees earned this award due to its innovative success with the TLC³ framework, which provides cutting edge technology to each student, encouraging them to embrace technology and develop 21st century skills; and

WHEREAS, embracing technology has led to McAllen ISD becoming part of the League of Innovative Schools, a nationwide consortium of just 26 school districts, with just two in Texas, identified as being at the forefront of these efforts; and selected for the Texas High Performance Schools consortium, 23 districts tasked with advising the Governor, the Education Commissioner, and the State Legislator; and

WHEREAS, the McAllen ISD Board of Trustees is composed of President Hilda Garza-DeShazo, Vice President Erica De La Garza, Secretary Debbie Crane Aliseda, Dr. Joseph Caporusso, Javier Farias, Sam Saldivar Jr., Daniel Vela, and Superintendent Dr. James Ponce; the Board of Trustees have worked hard to lead McAllen ISD towards a path of higher academic and technological achievement, transforming the educational opportunities for their students, faculty, staff, and community.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors the McAllen Independent School District Board of Trustees for their outstanding service, dedication, and commitment to the students and citizens of Hidalgo County.

Dated this 6th day of November, 2012.

RAMON GARCIA
County Judge

JOEL QUINTANILLA
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-34969 **County Judge's Office 5. B.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Adrian, County Judge's Office **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Recognition of Veterans Service Officers Emilio De Los Santos and Felix Rodriguez on Outstanding Veterans Service Officers for Houston Region

BACKGROUND

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/25/2012 03:54 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Monica Badillo Started On: 10/25/2012 03:43 PM

Final Approval Date: 11/02/2012

ELISEO "AL" CANTU, JR.
Major, US Army (Retired)
Chairman

JAMES H. SCOTT
Colonel, USAF (Retired)
Vice Chairman

THE REV. RICHARD A. McLEON, IV
US Army Veteran
Secretary

DANIEL P. MORAN
Captain, USMC (Retired)
Member

J.K. "JAKE" ELLZEY
Commander, US Navy (Retired)
Member

THOMAS P. PALLADINO
Colonel, US Army (Retired)
Executive Director

TEXAS VETERANS COMMISSION

October 8, 2012

RECEIVED
2012
COUNTY JUDGE

The Honorable Ramon Garcia
Hidalgo County Judge
1615 S. Closner, Suite J
Edinburg, Texas 78539

Dear Judge Garcia:

The Texas Veterans Commission recently hosted the 65th Annual Statewide Training Conference in Dallas, Texas.

It is my honor to inform you that your Veterans County Service Officer, Mr. Emilio De Los Santos of Edinburg, and your Assistant Veterans County Service Officer, Mr. Felix Rodriguez of Weslaco, were named Outstanding Veterans County Service Officers for the Houston Region.

We are sending, under separate cover, the certificates recognizing Mr. De Los Santos and Mr. Rodriguez for their service to the veterans, dependents and survivors in Hidalgo County.

We respectfully request that your office present the certificates to them on behalf of the Texas Veterans Commission and that we be advised of the date presented.

Your assistance is appreciated.

Sincerely,

THOMAS P. PALLADINO
Executive Director

TPP/njg

cc: James O. Richman, Director
Claims Representation and Counseling

Robert Manchester, Director
TVC Houston Region

1700 N. Congress Avenue, Austin, Texas 78701-1496 | P.O. Box 12277, Austin, Texas 78711-2277
Phone: 512/463-6564 | Fax: 512/475-2395 | E-Mail: info@tvc.state.tx.us | Web: www.tvc.texas.gov
An Equal Opportunity Employer

AI-35031 **County Judge's Office 5. C.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Bobby Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Update on Hidalgo MPO projects by Director Andrew Cannon

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2012 09:41 AM
Roland Garcia	Rolando Garcia	11/02/2012 10:10 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: SANDRA DELEON Started On: 10/31/2012 09:12 AM

Final Approval Date: 11/02/2012

AI-35078 **County Judge's Office 5. D.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Jaime Longoria **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Authorization for County Judge to sign the Certification of Eligibility letter for the OVW Domestic Violence Prevention Demonstration Initiative

BACKGROUND

Approval to submit grant approved by Commissioner's Court on 10/9/12. In order for the application to remain under consideration for the OVW Domestic Violence Prevention Demonstration Initiative, the Certification of Eligibility Letter must be submitted no later than 5pm EST on Wednesday, November 7, 2012.

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2012 07:05 AM
Roland Garcia	Rolando Garcia	11/02/2012 08:38 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: SANDRA DELEON Started On: 11/01/2012 09:39 AM

Final Approval Date: 11/02/2012

October 31, 2012

DOJ/Office of Violence Against Woman
145 N. Street NE Suite 121
Washington, DC 20530

RE: Domestic Violence Homicide Prevention Demonstration Initiative

Dear Director:

As Chief Executive Officer of the County of Hidalgo, I submit this letter to certify to the following:

1) The laws or official policies of the County of Hidalgo encourage or mandate arrests of domestic violence offenders based on probable cause that an offense has been committed;

2) the laws or officials policies of the County of Hidalgo encourage or mandate arrests of domestic violence offenders who violate the terms of a valid and outstanding protection order;

3) the laws, policies, or practices and the training programs of the County of Hidalgo discourage dual arrests of offender and victim;

4) the laws, policies, or practices of the County of Hidalgo prohibit issuance of mutual restraining orders of protection except in cases where both spouses file a claim and the court makes detailed findings of fact indicating that both spouses acted primarily as aggressors and that neither spouse acted primarily self-defense;

5) the laws, policies, and practices of the County of Hidalgo do not require, in connection with the prosecution of any misdemeanor or felony domestic violence offense, or in connection with the filing, issuance, registration, or service of a protection order, or a petition for a protection order, to protect a victim of sexual assault, domestic violence and stalking, or that the victim bear the costs associated with the filing of criminal charges against the offender, or the costs associated with the filing, issuance, registration, or service of a warrant,

protection order, petition for a protection order, or witness subpoena, whether issued inside or outside the State, Tribal, or local jurisdiction; and

6) the laws, policies or practices of the County of Hidalgo ensure that: (A) no law enforcement officer, prosecuting officer or other government official shall ask or require an adult, youth, or child victim of a sex offense as defined under Federal, Tribal, State, territorial, or local law to a polygraph examination or other truth telling device as a condition for proceeding with the investigation of such an offense; (B) the refusal of a victim to submit to an examination described in subparagraph (A) shall not prevent the investigation of the offense.

Sincerely,

Ramon Garcia
Hidalgo County Judge

AI-35054 **County Treasurer 6. A.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Fred Zamarripa, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

Information

CAPTION

Presentation and recognition of County Treasurer Norma G. Garcia by Texas State Senator Eddie Lucio Jr.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2012 03:06 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Fred Zamarripa Started On: 10/31/2012 03:01 PM

Final Approval Date: 11/02/2012

AI-35056 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Texas Agrilife Extension:
1. Requesting permission of travel for Christina L. Perez to attend the Program Excellence Academy II in College Station, Texas on Nov. 12-16, 2012
2. Requesting permission of travel for Adelita Munoz and three (3) staff to attend the 2012 District 12 4-H Food Show & Challenge in Laredo, Texas on Dec. 08, 2012

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Available fund through Req. 225040 & 225169

Attachments

travel

travel-Laredo

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2012 07:16 AM
Veronica Ortiz	Veronica Ortiz	11/01/2012 01:41 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Monica Badillo Started On: 10/31/2012 03:06 PM

Final Approval Date: 11/02/2012

Vero/Erika
This will be a reimbursement.
Thanks,
Nora Linda

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 10/18/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: 1

NT NAME: Hidalgo County Extension Service
LE OF EMPLOYEE(S):
: Christina L. Perez, CEA-4-H & Youth Development

EVENT INFORMATION

TITLE OF EVENT: Program Excellence Academy II

EVENT DATE(S) FROM:	11/13/12	TO:	11/16/12
DEPARTURE DATE:	11/12/12	RETURN DATE:	11/16/12
LOCATION OF EVENT: CITY:	College Station	STATE:	Texas

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

SUMMARY OF ESTIMATED TRAVEL EXPENSES	ESTIMATED EXPENSES	(DBM USE ONLY) FUNDS AVAILABLE BALANCE
1. REGISTRATION FEE(S)	$0	
Subtotal for Object Code 584	$ -	$
2. AIRFARE- ROUNDTRIP COACH FARE ONLY	$ -	
3. TAXI FARE	$ -	
4. BUS FARE	$ -	
5. RENTAL CAR	$203.23	
6. GASOLINE/DIESEL/FUEL	$75.00	
7. MILEAGE REIMBURSEMENT	$ -	
8. TELEPHONE CALLS	$ -	
9. PARKING	$ -	
10. LODGING	$0	
11. MEALS	$174.00	
12. OTHER EXPENSES	$ -	
Subtotal for Object Code 583	$ 452.23	
13. TOTAL ESTIMATED TRAVEL EXPENSES	$ 452.23	$

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE* _____
BUS** _____
Rental Car** _____
County Vehicle** _____
Private Vehicle** _____
OTHER** (Specify) _____

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

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

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

Texas A&M AgriLife Extension will be providing hotel for Christina. See email attached.

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

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

I certify that:

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

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara Stamps	10/23/12	Nora Linda Cruz	383-1026

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

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Ortiz	10/24/12		292-7025
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:	

COUNTY AUDITOR'S FORM T.1.1 (01/10)

2-1100-461-00-380-001-0-583

Enterprise - EAN Holdings
10/19/12
Reg.# 00225040
PO# _____
Balance $ 1,027.66

Comm. Code: 97565
OC - 583

10/23/12 Meals & Fuel
Christina Perez
Reg# 00225169
PO# _____
Balance $ 1,230.97

OC - 583
Comm. Codes -
Fuel - 93845
Meals - 96347

CC 11/6/12

Christina Perez

From:	Jeff Ripley
Sent:	Tuesday, September 11, 2012 2:46 PM
To:	Amber L. Carroll; Andrea K. Becker; Ashley N. Moore; Ben Tice; Bethany J. Arie; Brianne N. Langdon; Brice Mund; Cayla Christianson; Christina Perez; Dawson Owens; Denise Rodriguez; Humberto Martinez; Jennifer C. Johnson; Josh Beaty; Joshua Cobos; Katy Weber; Kimberly G. Peters; Laura Graves; Lauren Tedford; Mario A. Morales; Mary A. Sanders; Matthew T. Bochat; Michael Donalson; Michael Haynes; Nick O. Risley; Oscar Galindo; Ryan Collett; Shane R. Martin; Teresa Petkoff
Subject:	Academy - November 13 - 16
Attachments:	November2012_Agents_Alphabetical.pdf

Good Afternoon Academy Participants:

Just a quick note to remind you that you will be completing Program Excellence Academy II in College Station, November 13-16. The event will be in Reed Arena this time, and we will begin at 8:00 a.m. on Tuesday, and conclude at 12:00 p.m. on Friday.

No need to make reservations, we will have your rooms reserved and paid for. We just need you to let us know:

1. Who you would like to room with, or if you don't need a room. I need this information by Friday, of this week if possible.
2. If you plan to come in Tuesday morning or Monday evening.

Attached is a list of participants for both Academy and Foundations for your reference in selecting a roommate.

I look forward to seeing you in November!

Jeff

++++++++++++++++++++++++++++
Jeff Ripley, Ph.D.
Assistant Professor and Extension Specilaist
Texas AgriLife Extension Service
Department of Agricultural Leadership, Education and Communications
Organizational Development Unit
Ag and Life Sciences Building, Room 256
979-845-7280

TEXAS A&M AGRILIFE EXTENSION

Program Excellence Academy II

Reed Arena

November 13-16, 2012

Tuesday
November 13, 2012

8:00 a.m.	**Registration and Welcome** Dr. Darrell Dromgoole
8:30 a.m..	**Learning Styles Assessment** Dr. Scott Cummings
10:00 a.m.	**Understanding PowerPoint** Michelle Payne
11:00 a.m.	**Overview of Delivery Methods** Dr. Lance Kieth
11:30 a.m.	**Lunch** – On Your Own
1:00 p.m.	**Presentation Skills and Professionalism** Kieth and Payne
5:00 p.m.	**Adjourn**



Wednesday
November 14, 2012

7:45 a.m. **Coffee and Juice**

8:00 a.m. **Presentation Skills Practice**
Kieth and Payne

10:30 a.m. **Break**

10:45 a.m. Developing Newsletters, Blogs and Printed Materials
Michelle Payne and Dr. Tracy Rutherford, Dr. Deb Dunsford,etc...

11:30 a.m. Lunch – On Your Own

1:00 p.m. *Volunteerism*
Courtney Dodd

3:00 p.m. Break

3:30 p.m. *Result Demonstrations for ANR*

Training Project Leaders for FCS and 4-H
Courtney Dodd and Angela McCorkle

6:00 p.m. **Optional Social at Chicken Oil Company**
See map on back

Thursday
November 15, 2012

8:00 a.m. - **Introduction to Extension Evaluation**
Jeff Ripley

9:00 a.m. - **Resources for Evaluation**
Paul Pope

10:30 a.m. **Generating and Analyzing Results (3 Groups)**
Paul Pope, Katy Weber, Michelle Payne

Thursday, Cont.
November 15, 2012

11:30 a.m. **Lunch**

1:00 p.m. **Continuation of Data Analysis and Developing Online Surveys**
Pope, Weber, Payne

3:00 p.m. **Program Interpretation and Outcome Summaries**
Jeff Ripley

5:00 p.m. **Adjourn**

Friday
November 16, 2012

8:00 a.m. - **Documenting Program Results in TExAS**
Michelle Payne and Scott Cummings

10:00 a.m. **Break**

10:30 a.m. - **Program Interpretation Activities**
Jeff Ripley

Mission of Extension

To improve the lives of people, businesses, and communities across Texas and beyond through high quality, relevant education.

ACADEMY II PARTICIPANTS

	NAME	POSITION TITLE	PROGRAM AREA	COUNTY	DISTRICT
1	Bethany Arie	CEA	FCS	Fannin	4
2	Joshua Beaty	CEA	AGNR	Fisher	7
3	Andrea Becker	CEA	FCS	Live Oak	12
4	Matthew Bochat	CEA	AGNR	Bee	11
5	Amber Carroll	EA-CEP	4-H	El Paso	6
6	Cayla Christenson	CEA	FCS	Leon	8
7	Josh Cobos	CEA	AGNR	Reeves	6
8	Ryan Collett	CEA	AGNR	Hill	8
9	Michael Donalson	CEA	AGNR	Refugio	11
10	Oscar Galindo	CEA	AGNR	Maverick	12
11	Laura Graves	CEA	FCS	Lamar	4
12	Michael Haynes	CEA	AGNR	Caldwell	10
13	Jennifer Johnson	CEA	4-H	Moore	1
14	Brianne Langdon	CEA	FCS	Hood/Somervell	8
15	Shane Martin	CEA	4-H	Coryell	8
16	Humberto Martinez	CEA	AGNR	Jim Hogg	12
17	Matt Miranda	CEA	4-H	Guadalupe	10
18	Ashley Moore	EA-CEP	FCS	Harris	9
19	Mario Morales	EA-CEP	CED	Zavala	12
20	Brice Mund	CEA	4-H	Washington	11
21	Dawson Owens	CEA	AGNR	Terrell	6
22	Christina Perez	CEA	4-H	Hidalgo	12
23	Kimberly Peters	CEA	4-H	Randall	1
24	Teresa Petkoff	CEA	FCS	Freestone	8
25	Nick Risley	CEA	AGNR	Roberts	1
26	Denise Rodriguez	CEA	HORT	El Paso	6
27	Mary Sanders	EA-CEP	FCS	Washington	11
28	Lauren Tedford	CEA	FCS	Henderson	5
29	Ben Tice, Jr.	CEA	4-H	El Paso	6
30	Katy Weber	CEA	AGNR	Martin	6

Nora Cruz

From: Nielda Cavazos [nielda.cavazos@co.hidalgo.tx.us]
Sent: Monday, October 22, 2012 10:13 AM
To: Nora Cruz
Subject: FW: Confirmed: Enterprise Rent-A-Car Reservation

HI when Ms Perez picks up the vehicle at the Edinburg office she needs to notify them that she will be dropping it off in Huntsville and the will write in on the contract

Thanks,

Nielda Cavazos, Administrative Assistant Hidalgo County Purchasing Department
2802 S. Bus Hwy 281
Edinburg, Texas 78539
Phone: (956)-292-7000 ext 4853
Fax: (956) 292-7612
nielda.cavazos@co.hidalgo.tx.us

-----Original Message-----
From: Enterprise Rent-A-Car Reservations [mailto:onlinereservations@enterprise.com]
Sent: Monday, October 22, 2012 10:08 AM
To: nielda.cavazos@co.hidalgo.tx.us
Subject: Confirmed: Enterprise Rent-A-Car Reservation

Dear Christina Perez,

Thank you for choosing Enterprise. We look forward to seeing you on Monday, November 12, 2012 at 8:00 am. If you didn't print your confirmation when you reserved your car, please print this Email or record your confirmation number. You may need it when you pick up your rental. Your rental information is summarized below.

RESERVATION INFORMATION

Confirmation Number: SX6NG6

Name: Perez, Christina

Pick Up Date: Monday, November 12, 2012 at 8:00 am

Drop Off Date: Friday, November 16, 2012 at 5:00 pm

Pick Up Location Address and Phone Number :
EDINBURG
615 S CLOSNER BLVD
EDINBURG, TX 78539-4661
Tel.: (956) 383-3815

Pick Up Location Hours for the week of : November 12, 2012

Monday	7:30 am	6:00 pm
Tuesday	7:30 am	6:00 pm
Wednesday	7:30 am	6:00 pm
Thursday	7:30 am	6:00 pm
Friday	7:30 am	6:00 pm
Saturday	9:00 am	Noon
Sunday	Closed	

Car and Rate Information for HIDALGO COUNTY PURCHASING:
Intermediate
Toyota Corolla, Nissan Sentra or similar

177.50 USD	(5 Days @ 35.50)
7.25 USD	(TEXAS PROPERTY TAX & LIC FEES)
184.75 USD	(Subtotal)
18.48 USD	(TEXAS MOTOR VEHICLE TAX)
0.00 USD	(SALES TAX)

Total charges 203.23 USD

Additional surcharges, local taxes, etc. may apply.

ENTERPRISE MILEAGE POLICY

MILEAGE IS UNLIMITED FOR STATE OF TEXAS BUSINESS USE ON CONTRACTED CAR CLASSES. FOR ONE WAY RENTALS, MILEAGE IS UNLIMITED MILES WHEN BOOKING ONE WAY RENTALS IN TEXAS AND RETURNING IN TEXAS. ALL OTHER ONE WAY RENTALS WILL INCLUDE 0 FREE MILES WITH A $.40 PER MILE CHARGE.

ENTERPRISE AGE POLICY

ALL STATE DRIVERS MUST BE 18 YEARS OF AGE OR OLDER FOR CONTRACTED CAR CLASESS FOR BUSINESS USE. 21 AND UP FOR 12-15 PASSENGER VANS.

ENTERPRISE ADDITIONAL DRIVER POLICY

THERE ARE NO ADDITIONAL FEES FOR STATE RENTERS WITH VALID ID OR A SPOUSE OR DOMESTIC PARTNER.

TOLL ROAD USAGE PROGRAM

Click here for more information:

http://www.htallc.com/enterprise

ENTERPRISE WILL PICK YOU UP

If you need a ride, Enterprise will pick you up, take you to our office and get you on your way, absolutely free. Call Tel.: (956) 383-3815 now to make arrangements. Geographic restrictions may apply.

TO MODIFY OR CANCEL THIS RESERVATION

Please click the link below to modify or cancel this reservation. (Note:
Modifying your location, date, or time may result in changes to your rates, taxes, surcharges or underage fee).
https://www.enterprise.com/car_rental/deeplinkmap.do?bid=001&confirmnum=SX6NG6&firstname=Christina&lastname=Perez&cnty=US&language=EN

HIDALGO COUNTY PURCHASING DEPARTMENT
TRAVEL REQUEST FORM
USING THE STATE OF TEXAS TRAVEL CARD

As per County Travel Policy (at least two (2) weeks prior to the date the check will be needed)

Date of Travel Request Submission: 10/19/2012
Department: Hidalgo County Extension Service **Requestor:** Barbara Storz **EXT:** _____
Number of Employees: One (1)
Employee(s) Name (DOB if requesting airfare): Christina L. Perez, CEA-4-H & Youth Development

Destination: College Station, Texas
Name of Seminar/Conference: Program Excellence Academy II
Travel Account Number: 2-1100-461-00-380-001-0-583

HOTEL: **Req. #:** _____ **P.O. #:** _____

MUST REQUEST CHECK FOR HOTEL

Hotel Name: _____ **Hotel Address:** _____

Number of Rooms: _____ **Hotel Phone Number:** _____

Check In: _____ **Check Out:** _____

☐ **Single Bed** or ☐ **Double Beds**

AUTO: **Req. #:** 00225040 **P.O. #:** Vendor # 396095

Rental Location: Enterprise-615 S. Closner, Edbg. **Type of Vehicle:** Economical-383-3815

Date/Time of Pick up: 11/12/12 @ 8:00 AM **Date/Time of Drop off:** 11/16/12 @5:00 PM

Vehicle will be turned in at Huntsville, TX location - 1524 11th St., Huntsville, TX 77340 (936) 291-6000

AIRFARE: **Req. #:** _____ **P.O. #:** CITIBANK vendor #: 343277
Refundable: YES ☐ NO ☐ **Airline Name:** _____

Departure Date/Time: _____ **Return Date/Time:** _____

Barbara C. Storz
Signature: Elected Official/Department Head

10/19/2012
Date

Original Signature is required

For Purchasing Department Office Use Only

Hotel Confirmation: _____ Spoke to: _____
Auto Confirmation: _____
Flight Confirmation: _____
Received Confirmation via email/fax: _____
Credit Card Authorization Form Hotel: _____ Faxed back to Hotel: _____
CC Approval on: _____ Agenda Item: _____

HCPD-TRAVEL-2011 REVISED 2012 CC APPROVED ON: 3/06/2012

HIDALGO COUNTY, TEXAS
APPLICATION FOR OFFICIAL TRAVEL

DATE OF REQUEST: 10/19/12
TOTAL NUMBER OF EMPLOYEES TRAVELING: Four (4)

DEPARTMENT NAME: Hidalgo County Extension Service
NAME & TITLE OF EMPLOYEE(S) TRAVELING: Adelita F. Munoz, CEA-FCS; Christina Perez, CEA-4-H & Youth Development; Brad Cowan, CEA-Agriculture; Alonso Lopez, 4-H Outreach Coordinator

EVENT INFORMATION

TITLE OF EVENT: 2012 District 12 4-H Food Show & Challenge

EVENT DATE(S) FROM: 12/08/12 TO: 12/08/12

DEPARTURE DATE: 12/08/12 RETURN DATE: 12/08/12

LOCATION OF EVENT: CITY: Laredo STATE: Texas

PURPOSE OF TRAVEL

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

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

JUSTIFICATION FOR THE NEED TO TRAVEL OUT-OF-STATE

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

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

MODE OF TRAVEL (Place an "X" by applicable mode of travel)

AIRFARE* _____
BUS** _____
Rental Car** _____
County Vehicle** _____
Private Vehicle** _____
OTHER** (Specify) _____

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

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

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

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

2-1100-461-60-390-001-0-

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

I certify that:

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

APPROVED BY ELECTED OFFICIAL/DEPARTMENT HEAD:	DATE:	DEPARTMENT CONTACT PERSON:	PHONE NO.:
Barbara C Story	10/22/12	Nora Linda Cruz	383-1026

FOR DEPARTMENT OF BUDGET & MANAGEMENT (DBM) USE ONLY

_____ TRAVEL IS **APPROVED** for the individuals listed below:

_____ TRAVEL IS **NOT APPROVED** for the individuals listed below:

REVIEWED BY (PRINT NAME):	DATE:	REVIEWER'S SIGNATURE:	PHONE NO.:
Veronica Diaz	10/23/12		292-3025
DBM'S DEPARTMENT HEAD APPROVAL (PRINT NAME):	DATE:	SIGNATURE OF DBM DEPARTMENT HEAD:	

COUNTY AUDITOR'S FORM T.1.1 (01/10)

cc 11/6/12

4-H and YOUTH DEVELOPMENT

TEXAS A&M AGRILIFE EXTENSION

October 1, 2012

MEMORANDUM

To: District 12 4-H Coordinators

From: District 12 Food Challenge Committee -West Cluster

Josie Farias, Chair

Monica Aguirre	Oscar Galindo
Jeremy Garza	George Gonzales
Richie Griffin	Mario Morales
Cris Musset	Christine Sanchez
Marcel Valdez	Joy Vazquez

Subject: **2012 DISTRICT 12 4-H FOOD CHALLENGE**

The District 12 4-H Food Challenge will be held on Saturday, December 8th at Judith Zaffirini Elementary School, located at 5210 Santa Claudia Lane in Laredo. Registration and check-in will take place from 1:30 to 2:00 p.m. All contestants and supply boxes must be in place by 2:00 p.m.

Specific details about the District 12 4-H Food Challenge are in the enclosed Food Challenge Packet. This packet includes a variety of information, rules, agenda, agent assignments, and guidelines for participating in the District 12 4-H Food Challenge. It is also available on the District 12 4-H website (http://d124-h.tamu.edu). Additionally, you should refer to the Texas 4-H Food Challenge resources also available on the District 12 4-H website. Please contact the District Office if you have any questions.

Please note that light refreshments will be provided for participants, judges, volunteers and agents ONLY. Parents will be directed to a designated waiting area. Agents, please advise parents that they should not be in the judging area while youth are being judged.

Registration, Fees & Deadline: Each 4-H'er participating in the District 12 4-H Food Challenge must register online through 4-H CONNECT. There will be a registration fee of $15.00 per contestant. Registration will open November 1st through the **deadline of November 20th**. Counties must have all entries certified by November 21, 2012. **There will not be a late registration period.** No refunds will be given to a county and/or individual. This makes it very important for each registration to be correct prior to certification. Payment should be received and cleared prior to the event date.

Texas A&M AgriLife Research & Extension Center - Weslaco
Texas A&M AgriLife Extension Service
2401 E Highway 83 | Weslaco, Texas 78596

Tel. 956.968.5581 | Fax. 956.969.5639 | d124-h..tamu.edu

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

AGENDA

(Signs will be posted throughout the building for direction – map attached)

1:30-2:00 p.m.	Registration and Check in for Food Challenge Teams - Judith Zaffirini Elementary - Foyer
2:00 p.m.	Orientation for Food Challenge Teams - Judith Zaffirini Elementary - Cafeteria
2:00 p.m.	Orientation for Judges, Superintendents and Assistants - Judith Zaffirini Elementary - Library
2:15p.m.	Food Challenge Teams MUST BE in Preparation Area - Judith Zaffirini Elementary – Assigned Room
2:30-3:30 p.m.	Judging of Food Challenge Teams (Preparation & Interviews) - Judith Zaffirini Elementary
4:30 p.m.	All Contestants MUST BE in Designated Seating Area - Judith Zaffirini Elementary - Gymnasium
4:30 p.m.	Awards Program for 4-H Food Challenge - Judith Zaffirini Elementary - Gymnasium

<< NOTE: Parents, Children, & Guests may wait in the Gymnasium >>

Immediately following judging and completion of tabulation, the Awards Program will begin.

Guests may view Food Challenge exhibits after the Awards Program.
ABSOLUTELY NO TASTE TESTING WILL BE ALLOWED.

Clean Up: Everyone helps. Please leave the facility clean.

Agent Assignments

Supplies/Resources: **Josie Farias** - purchase supplies, collect recipes, copy resources before contest, determine recipes, clues for each age division and food category, prepare pantries (along with list of ingredients and amounts), official contest resources, team worksheets, receipts (can be copies of originals or typed).

Registration: **George Gonzales & Richard Griffin** will coordinate registration for all attendees with the assistance of the District 12 4-H Council officers.

Room Setup: **Josie Farias & West Cluster** will set-up contest room tables, put up signs, chairs, registration for teams, assign work spaces for teams, ensure adequate electricity is available, access to water, etc.

Judges Packets: **District Office** will organize judges' packets, 3-4 person judging panel, # of participants will determine the amount of judges needed, food challenge manual/rules, scorecards, educational resources, and placing sheets.

Judges, Superintendents Assistants Orientation: **Celia Salinas** will become familiar with the contents of the judge's packet, conduct judges registration, be prepared to discuss score cards, placing sheets, nutrition resources, assign judges to food categories and set up judging rooms. Discuss time allowed for judging of each team 5 minutes for the presentation, 3 minutes for judges' questions and 4 minutes between team presentations for judges to score and write comments

Tabulation: Seniors: **Sam Gavito & Isaac Cavazos**
Jr./Intermediate: **Jaime Lopez & Dale Rankin**

Supply Box Check-In: **Frank Escobedo** will provide leadership to this process. This includes receiving completed Supply Box Certification forms, and random selection for full box inspections. Teams of agents will monitor and inspect contents of Food Challenge supply boxes throughout competition. Agents assisting include:

Sam Gavito **Isaac Cavazos** **Larry Perez**
Jaime Lopez **Nikolo Guerra**

County Group Photos: **Brad Cowan and Adelita Munoz** will be taking photos of Food Show and Food Challenge participants.

Team Monitors: Monitors will be assigned a team and ensure that participants abide by the state and district rules.

Celia Salinas	**Nikolo Guerra**	**Barbie Wymore**
Frank Escobedo	**Humberto Martinez**	**Larry Perez**
Marco Ponce	**Andrea Becker**	**Luisa Colin**
Beatriz Loya	**Oscar Galindo**	**Monica Aguirre**
Omar Gonzales	**Jeremy Garza**	**Jennifer Hofferichter**
Nikki Kaiser		

Superintendents & Assistants: Superintendents will show the judges to the judging room, issue the judging packets, ensure score sheets are completed. Assistants will turn in score sheets to tabulation and collect the next team to be judged.

AGE DIVISION	*SUPERINTENDENT*	*ASSISTANT*
Seniors	**Lillian Mezquida**	**Jennifer Herrera**
Jr./Intermediate	**Yolanda Morado**	**Cris Musset**

Gifts for Judges: **Adelita Munoz & Yolanda Morado** will arrange for judges' gifts (approximately 7) which will be distributed to each serving judge.

Food Challenge Activities: **Christina Perez & 4-H Council** will conduct educational activities and service projects in the holding area for youth as they wait for the conclusion of the program.

Participant Orientation: **Barbie Wymore** will conduct the orientation for Food Challenge participants.

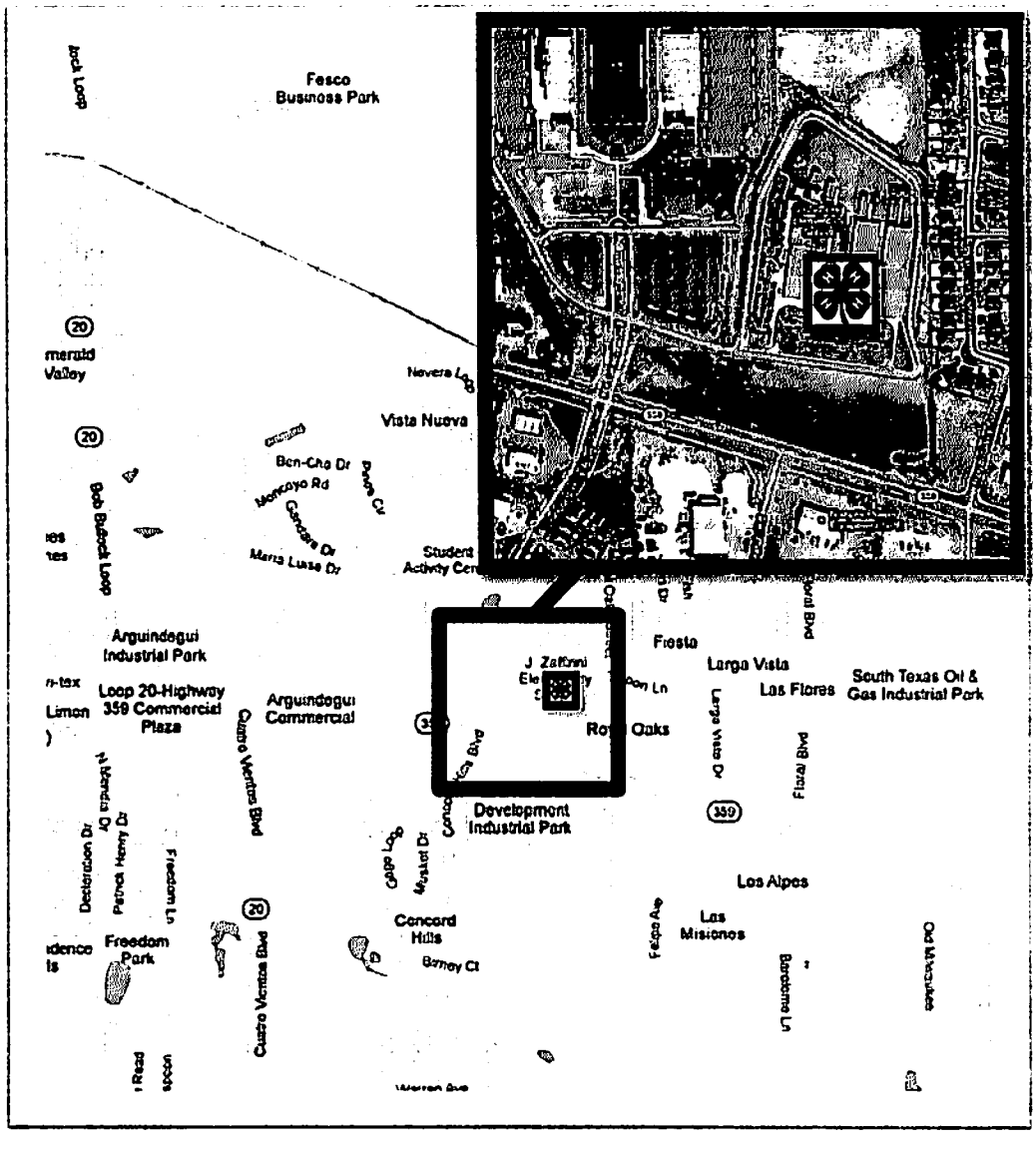
Awards Program: **Marcel Valdez, Christine Sanchez & 4-H Council** will coordinate awards programs for this event. Work with tabulation committee to get final print outs on awards and arrange for microphone etc. District 12 4-H Council Officers will announce results.

Food Challenge Evaluation: **Enrique Perez** will administer evaluation instrument and ensure all participants complete the forms.

Miscellaneous: **District Office** will create and print room identifiers, table tents with team names and participant evaluations.

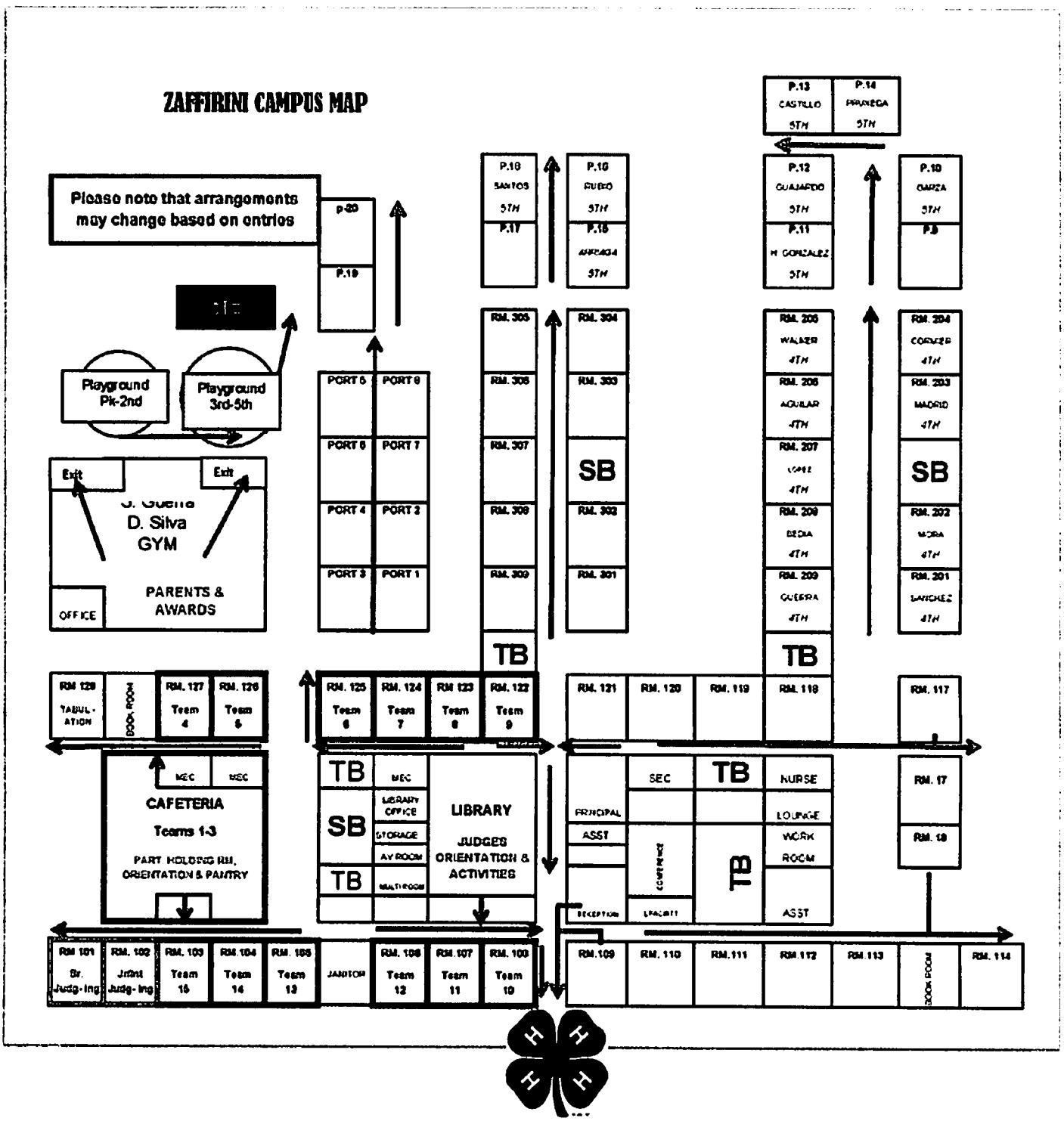
Directions to
Judith Zaffirini Elementary - Laredo

DIRECTIONS: The school is located approximately 0.75 miles East of the Loop 20 / US 359 intersection, on US 359 (Hebbronville highway). Specifically, the entrance to the school is at US 359 East and Concord Hills Blvd. Look for the United Independent School District – Student Activity Complex sign and electronic marquee at that intersection. Turn into the complex (north) and the school will be located to the right on "STA CLAUDIA", once you enter the complex. The physical address is 52210 Santa Claudia, Laredo, Texas. Be advised that some web mapping services point to the wrong location using this address. Use the specific directions above over any "mapping service" as it might take you to the wrong location.



Facility Layout

The entrance to the school is at the bottom of this image indicated by a clover.



4-H and Youth Development

TEXAS A&M AGRILIFE EXTENSION

October 1, 2012

MEMORANDUM

To: District 12 4-H Coordinators

From: District 12 4-H Food Show Committee – West Cluster

Christine Sanchez, Chair
Joy Vasquez
Cris Musset
Oscar Galindo
George Gonzales
Jeremy Garza
Richie Griffin
Josie Farias
Monica Aguirre
Marcel Valdez
Mario Morales

Subject: **2013 DISTRICT 12 4-H FOOD SHOW**

The District 12 4-H Food Show will be held on Saturday, December 8th at Judith Zaffirini Elementary School, located at 5210 Santa Claudia Lane in Laredo. Registration and check-in will take place from 8:30 a.m. to 9:00 a.m. All contestants and dishes must be in place by 9:00 a.m.

Specific details about the District 12 4-H Food Show are in the enclosed Food Show Packet. This packet includes a variety of information, rules, examples, and guidelines for participating in the District 12 4-H Food Show, and is available on the District 12 4-H website (http://d124-h.tamu.edu). Additionally, you should refer to the *2013 State 4-H Food Show Guidelines, Rules & Regulations* which are also available on the District 12 4-H website. This resource includes 4-H Food Show objectives, food groups, and other information. Please keep in mind that the State 4-H Food Show information was developed for Senior 4-H members attending State and there are district guidelines that differ slightly. Please contact the District Office if you have any questions.

Please note that light refreshments will be provided for judges, volunteers and agents ONLY. A light lunch will be served by ticket (visit with your county agent) for those youth participating in BOTH Food Show and Food Challenge. Parents will be directed to a designated waiting area. Agents, please advise parents that they should not be in the judging area (Cafeteria or Judging hallways) while youth are being judged.

Registration, Fees & Deadline: Each 4-H'er participating in the District 12 4-H Food Show must register online through 4-H CONNECT. There will be a registration fee of $10.00 per contestant. Registration will open November 1st through the deadline of November 20th. Counties must have all entries certified by November 21, 2012. There will be a NO late registration period. No refunds will be given to a county and/or individual. This makes it very important for registrations to be correct. Payment is due prior to the event date.

District 12
Texas A&M AgriLife Extension Service
2401 East Highway 83 | Weslaco, Texas 78596

Tel. 956.968.5581 | Fax. 956.969.5639 | http://d124-h.tamu.edu

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

CEA Responsibilities/Volunteer Information: Please see **Attachment H** for a detailed list of agent assignments.

The County 4-H Coordinator from each participating county must contact, confirm, and submit the names and information of four (4) confirmed adult leaders to assist during the District 12 4-H Food Show. A link is provided on the District 4-H website (Food Show Page) to submit this information. You may use **Attachment I** to organize the information. However, the online submission must be completed by November 21st. Leader roles are as follows:

- Three (3) judges - these individuals must be willing and qualified to serve as a judge. It is important that they review the Judge's Orientation Video on the District 12 4-H website.
- One (1) adult/youth leader to serve as a superintendent's assistant.

District 4-H Council Meeting: There will be a District 4-H Council Meeting at 11:30 a.m. in the library for District Council delegates to attend. An agenda will be provided under separate cover.

Community Service Project: The community service project will consist of Christmas Ornaments made by 4-H'ers. A list of materials needed will be compiled by the District Council and made available to counties before the event. Participants will have the opportunity to bring new/used ornaments and craft supplies in order to work on the ornaments after they have been judged. All ornaments will be redistributed to counties with "holiday" service projects.

District 12 4-H Spirit T-Shirt: The District 12 4-H Council has designed a custom t-shirt, specific to the Food Show, which can be purchased by participants when they register for this event on 4-H CONNECT (See attached flyer). Only one order will be placed for this event, so be sure and order the shirts. No additional shirts will be ordered after the event. All shirts will be distributed at the Food Show. All proceeds from shirts sales are to support the District 12 4-H Council leadership and service programs.

Be sure to read this letter in its entirety and share the necessary information with county faculty, 4-H'ers, parents and leaders. Recruit the appropriate people needed to fulfill any responsibilities, and submit the requested information by the **deadline of November 21, 2012.**

cc: District 12 4-H Council
District 12 County Extension Agents

AGENDA

(Signs will be posted throughout the building for direction – Map attached.)

7:30 a.m. ..... Judith Zaffirini Elementary School Opens

8:30 a.m. – 9:00 a.m. ..... Registration for Food Show Participants
- Judith Zaffirini Elementary - Foyer

9:00 a.m. ..... Food Show Entries must be in place in the Exhibit Area
- Judith Zaffirini Elementary – Cafeteria
Practice good food safety. Keep hot foods hot-cold foods cold.

9:00 a.m. ..... Orientation for Participants
-Judith Zaffirini Elementary - Cafeteria

9:00 a.m. ..... Judges, Superintendents, and Assistants
- Judith Zaffirini Elementary - Library

9:30 a.m. -11:30 a.m. ..... Judging of Food Show contestants – Assigned Classrooms

11:30 a.m. ..... District 12 4-H Council Meeting
- Judith Zaffirini Elementary – Gymnasium

12:30 p.m. ..... Awards Program for Food Show

1:00 p.m. ..... Review and removal of exhibits to make room for Food Challenge competition

Immediately following judging and completion of tabulation, the Awards Program will begin.

Guests may view Food Show exhibits after the Awards Program.
ABSOLUTELY NO TASTE TESTING WILL BE ALLOWED.

Clean Up: Everyone helps. Please leave the facility clean.

AGENT ASSIGNMENTS

Event Committee: **West Cluster -Christine Sanchez (Chair)** and agents on the planning committee will be available throughout the event to answer questions.

Registration: **George Gonzales & Richard Griffin** will conduct registration for the Food Show. Plan to arrive early enough to have registration set up and ready to go by 8:00 a.m.

Food Display Coordinators: **Cris Mussett & Joy Vasquez** will make sure that contestants' recipes and name cards are correctly placed in exhibit area and that place signs indicating categories/divisions are set up as well. District Office will supply food category signs (2 each) to be put on ends of rows of tables. The space allotted for food exhibits is 24" wide x 18" deep. Make and put up signs to direct contestants to designated areas for both the Food Show and the Food Challenge.

Judging of Senior Record Forms and Senior Recipes: **Adelita Muñoz, Jennifer Hofferichter, Luisa Colin, Beatriz Loya, Monica Aguirre, Andrea Becker & Yolanda Morado** will judge the forms and recipes prior to the Food Show. The forms will be sent via e-mail by the district office, the return time for results should be no more than two days. No travel is required.

Set-Up and Decorations: **Christine Sanchez, Monica Aguirre & all West Cluster agents** will set up tables for registration, judges, and judging area. All table covers, decorations and door signs should be in place on Friday, December 7th by 7:00 p.m. (day before event). Plates, napkins, cups, serving forks, and bottled water should be made available for judges. The planning committee will set up table displays.

Judges' Gifts: **Adelita Muñoz & Yolanda Morado** will be in charge of providing and presenting the gifts for judges (approximately 40). Please coordinate with District Office.

County Group Photos & Video: **Brad Cowan & Adelita Munoz** will be taking photos of Food Show and Food Challenge participants.

Educational Activities: **Cristina Perez & Council Officers** will conduct educational and service activities in the holding area for youth as they wait to be judged and following judging.

Participant Orientation: **Josie Farias & Jeremy Garza** will conduct the orientation for Food Show participants. Remind participants that they must have exhibit in designated area **by 9:00 a.m.**, if not already placed. Review judging order.

Contestant Coordinator: **Isaac Cavazos** will be monitoring and coordinating contestants throughout the period where they are waiting to be judged. Judging will begin immediately following orientation. Parents who are not judging must remain in the designated waiting area at all times.

Judging Order: The order in which contestants will enter the judging room has been randomly selected as follows:

1. Zavala	2. Jim Wells	3. McMullen	4. Willacy
5. Cameron	6. Dimmit	7. Jim Hogg	8. Webb
9. Live Oak	10. Hidalgo	11. Brooks	12. Starr
13. Maverick	14. Atascosa	15. Frio	16. Zapata
17. Duval	18. Kleberg/Kenedy		19. La Salle

Judges, Superintendents & Assistants' Orientation: **Celia Salinas & Luisa Colin** will conduct the Food Show Judges, Superintendents and Assistants' orientation. **Please note that judges will not be allowed to taste dishes at the District or State 4-H Food Shows.** Judges will pick up their folders at the registration table. Participating counties are responsible for recruiting one leader/youth to serve as superintendent's assistant. Agents serving as Superintendents and their assistant will serve as runners for the judging. The assistant should move the participants to be judged according to the timer a few at a time from the participant waiting area to the holding area. From this point, the superintendents should escort the participants to the judging area. The superintendents and assistants should work together closely to keep things running smoothly and avoid confusion.

Tabulation: Tabulation will be done in teams for each age division. Each team will be responsible for organizing score sheets, validating scores, and tabulating results. Teams are as follows:

* Senior Tabulation - **Marco Ponce & Sam Gavito**
* Intermediate Tabulation - **Dale Rankin & Frank Escobedo**
* Junior Tabulation - **George Gonzales & Richard Griffin**

Awards: **District Office** will order award plaques and ribbons.

Awards Program: **Marcel Valdez, Barbie Wymore & Yolanda Morado** will work closely on the awards program with the District 12 4-H Council. The Food Show Awards Program will be conducted as soon as Food Show tabulation is completed and results finalized. All participants will be recognized with blue, red or white award ribbons. (Tabulation will provide list of winners). Top Winners will be presented with a plaque. Please note the following:

- Obtain contact information for council officers from the District Office to coordinate their responsibilities at the Food Show. Remind them to arrive no later than 8:30 a.m. to assist as necessary.
- Contact the District Council Secretary to confirm assignments discussed at the council retreat, especially for the awards program.
- Obtain sample script from the District Office, update it as necessary and make sure each officer gets a copy so that they may prepare.
- Meet with these 4-H'ers to practice for awards program (especially pronunciation of participants' names)
- Obtain awards from **District Office** and arrange in order.
- Arrange tables for program.
- Make arrangements for microphone prior to Food Show. Consult the committee chair.
- Obtain Awards Program results from tabulation for announcement of winners.
- Distribute written program and assignments to council officers who will be assisting with the awards program. Make sure all participants are recognized.

Viewing of Exhibits: **All agents** are responsible for having their county participants and themselves in the designated area for the awards program. Viewing of exhibits will follow. **(There will be ABSOLUTELY NO TASTING ALLOWED!).**

Clean-up After Viewing of all Exhibits: **ALL AGENTS** will help clean up and see that the building is left clean and in an orderly manner.

Recruiting Volunteers: The **County 4-H Coordinator** from each participating county must submit the names and contact information of four (4) confirmed adult leaders to assist during the District 12 4-H Food Show. Please e-mail the contact information (*Attachment E*) to the District Office by the deadline of November 17th. Leader roles are as follows:

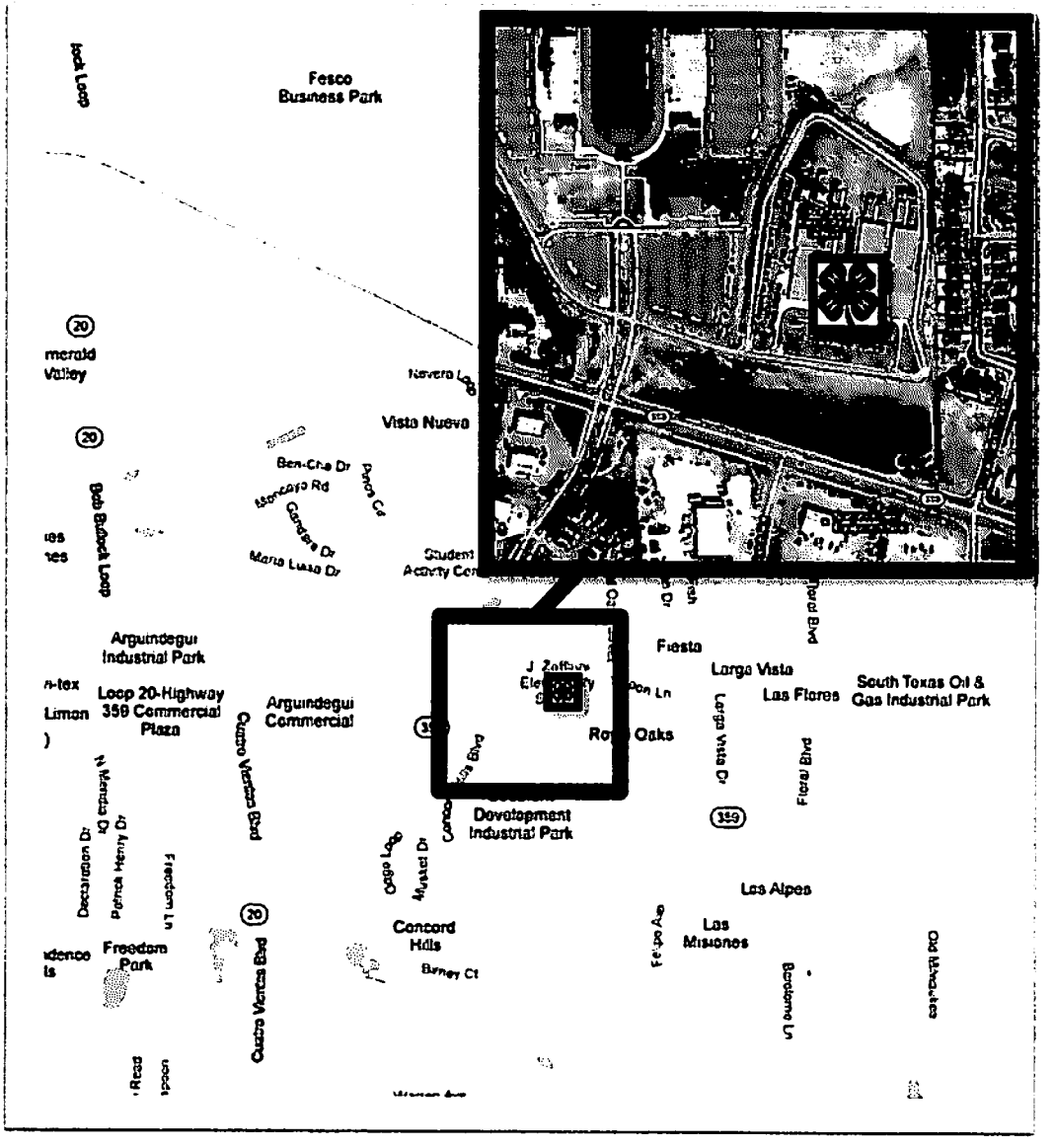
- Three (3) judges - these individuals must be willing and qualified to serve as a judge. Judges shall not be released until after all score sheets are tallied, ties are eliminated and tabulation is complete.
- One (1) leader/youth to serve as a superintendent's assistant. This may be an older 4-H'er.

Division Superintendents & Assistants The superintendent's role is to supervise the conduct of judging in the respective room. This includes keeping time, facilitating entrance/exit of contestant in the judging room, collection of score sheets from the judges, and serving as a point of contact for all questions from judges and contestants in their respective division and category. Assistants work cooperatively with the Superintendent to move contestants to/from the holding area and deliver score sheets to the tabulation room.

Division	Category	Superintendent	Assistant
Senior	**Protein**	**Omar Montemayor**	**Cris Mussett**
	Fruits & Vegetables	**Lilian Mezquida**	**Enrique Perez**
	Grains	**Adelita Munoz**	**Al Lobez**
	Dairy	**Beatriz Loya**	**Humberto Martinez**
Intermediate	Protein	Vidal Saenz	Oscar Galindo
	Fruits & Vegetables	Josie Farias	Barbie Wymore
	Grains	Luisa Colin	Yolanda Morado
	Dairy	Celia Salinas	Nikolo Guerra
Junior	**Protein**	**Jaime Lopez**	**Omar Gonzalez**
	Fruits & Vegetables	**Ronnie Zamora**	**Jennifer Herrera**
	Grains	**Larry Perez**	**Odell Farias**
	Dairy	**Rogelio Mercado**	**Marcel Valdez**

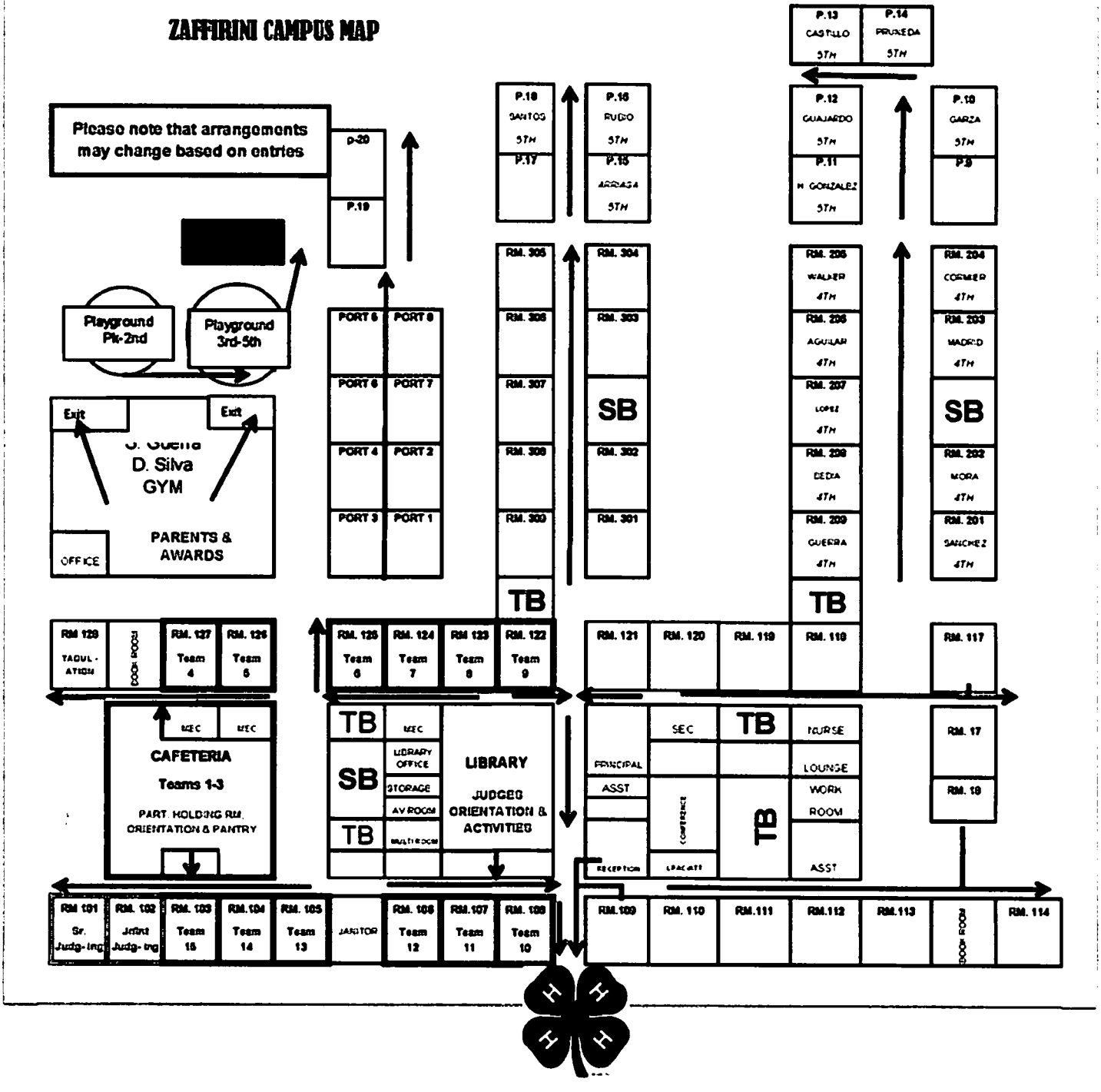
Directions to
Judith Zaffirini Elementary - Laredo

DIRECTIONS: The school is located approximately 0.75 miles East of the Loop 20 / US 359 intersection, on US 359 (Hebbronville highway). Specifically, the entrance to the school is at US 359 East and Concord Hills Blvd. Look for the United Independent School District – Student Activity Complex sign and electronic marquee at that intersection. Turn into the complex (north) and the school will be located to the right on "STA CLAUDIA", once you enter the complex. The physical address is 52210 Santa Claudia, Laredo, Texas. Be advised that some web mapping services point to the wrong location using this address. Use the specific directions above over any "mapping service" as it might take you to the wrong location.



Facility Layout

The entrance to the school is at the bottom of this image indicated by a clover.



DEADLINE SUMMARY

District Deadline - November 20, 2012

- **All Contestants:** Each 4-H'er participating in the District 12 4-H Food Show must register online through 4-H CONNECT. There will be a registration fee of $10.00 per contestant.

  - **Registration** will be open from **November 1** through **November 20, 2012**. County certification deadline will be **November 21, 2012**. There will be no late registration period. No refunds will be given to a county and/or individual. Payment must be received prior to event date.

  - **Contestant Entry Recipe** - Contestant must include recipes as part of their 4-H Connect Registration by the deadline. Use format and instructions in the District 12 4-H Food Show Resource Package (see *Attachment D, pg. 6*).

- **SENIOR Contestants ONLY**: Counties must submit their Senior participant's 2013 Texas 4-H State Food Show Personal Information & Certification Form along with the Entry Form to the District Office by the deadline of **November 21, 2012**. These will be judged prior to the District 12 4-H Food Show. All Senior forms will be returned to appropriate counties after the District 12 4-H Food Show giving State qualifying 4-H'ers plenty of time to review the judges' comments and refine their forms in preparation for the State 4-H Food Show.

- **4-H Coordinator:** The County 4-H Coordinator from each participating county must contact, confirm, and submit the names and information of four (4) confirmed adult leaders to assist during the District 12 4-H Food Show. Please submit online (D12 4-H website) the contact information on the form (*Attachment I*) to the District Office by the deadline of November 21st. Leader roles are as follows:

  - Three (3) judges - these individuals must be willing and **qualified** to serve as a judge.
  - One (1) adult/youth leader to serve as a superintendent's assistant.

  If for some reason the judge originally selected is unable to attend, it is the agent's responsibility to obtain another qualified judge and notify the District Office of the change immediately. Agents are asked to advise the District Office of participant substitution or no shows by noon on Friday, November 30th.

  - **Community Service Project:** The community service project will consist of Christmas Ornaments made by 4-H'ers. A list of materials needed will be compiled by the District Council and made available to counties before the event. Participants will have the opportunity to bring new/used ornaments and craft supplies in order to work on the ornaments after they have been judged. All ornaments will be redistributed to counties with "holiday" service projects.

Travel Outside of Hidalgo County in County Vehicle

TO: D.B.M. SAFETY DIVISION
318-2658FAX

FROM: Hidalgo County Extension Service
DATE: 10/19/2012

Notice to be processed minimum of 24 hours prior to trip

Date(s) Requested: From: 12/8/2012 To: 12/8/2012
Estimated Time Leave: 5:00 AM Est. Time Return:
Destination: Laredo, Texas
Reason for Trip: 2012 District 12 4-H Food Show & Challenge

The following person(s) are requesting to take the following County vehicle(s) out of County:

Name of Driver:	Brad Cowan ✓	
DL Number:	#07015432 ✓	(Texas Only)
Birth Date:	9/7/1954 ✓	
Expiration Date:	9/7/2013 ✓	
Name of Driver:	Adelita F. Munoz ✓	
DL Number:	#04995041 ✓	(Texas Only)
Birth Date:	10/22/1944 ✓	
Expiration Date:	10/22/2017 ✓	
Name of Driver:	Christina L. Perez ✓	
DL Number:	20474044 ✓	(Texas Only)
Birth Date:	4/23/1984 ✓	
Expiration Date:	4/23/2014 ✓	

DK

DK

DK

Checklist:
Ins. Card in Vehicle
Jack in Vehicle
Drivers License with Driver
This approval with Driver

Vehicle VIN#:	#1FTWW30525EB48635 ✓
Tag Number:	#884-793 ✓
Asset Number:	#42595 - 2005 Ford F-350 Pickup ✓
Vehicle VIN#:	
Tag Number:	
Asset Number:	

DK

Signed: Barbara C. Alaniz
Department Head/Designee

Dated: 10/19/2012

D.B.M. Safety Division Checked Insurances:
Eric Luna

Date: 10/22/12 11:03AM

AI-35069 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Safety Division:
1. Approval to accept settlement check from Allstate Insurance Company in the amount of $21,358.38 to settle total loss auto accident with County vehicle. (Sheriff Office)
2. Approval to authorize Guadalupe Trevino, Hidalgo County Sheriff, to sign Power of Attorney forms for title purposes to settle auto claim with Allstate Insurance Company.

BACKGROUND

DOL: 09/12/12
Sheriff Office Auto Accident

Acct #: 2-1100-360-00-000-005-0-000

Attachments

Allstate Insurance Company settlement check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2012 08:36 AM
Erika Zamora	Erika Zamora	11/02/2012 09:46 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Aida Alvarez Started On: 11/01/2012 07:44 AM

Final Approval Date: 11/02/2012

Fred Reyna

From: Avelar, Sebastian (NS MCO) [savel@allstate.com]
Sent: Wednesday, October 31, 2012 3:06 PM
To: fred.reyna@co.hidalgo.tx.us
Cc: Sotelo, Sherri
Subject: Claim: 025891225 Hidalgo County
Attachments: HidalgoCounty2.pdf; Power of Attorney.pdf

Per our conversation, enclosed you will find the power of attorney, please fill in name, county, your home address and sign as your name appears on the title. Please **DO NOT** fill-in the mileage info on this form. Please **DO NOT** sign the title. Please return these original documents to the mailing address found below. Once we receive this documentation we can move forward with issuing payment. Please note the settlement offer for the vehicle is as follows:

ACV: $16,598.00 TAX: $1,037.38 TITLE FEE: $33.00 NET SETTLEMENT: $17,668.38 ✓

In addition, we will issue payment for the police property that was in the vehicle that was also damaged. That breakdown is as follows:

Invoice --- $1610 equipment --- $480 equip install --- $1600 equip install –Total $3690 ✓

Total: $21,358.38

<<HidalgoCounty2.pdf>> <<Power of Attorney.pdf>>

If you have any question, please call me.

Sebastian Avelar
Total Loss Service Representative
North Star Auto MCO
Phone 1-800-726-5004 x58246 / Direct (972)915-8246

Fax 1-866-464-1381

Mailing Address:

Allstate Insurance Company

PO BOX 1987
Coppell, TX 75019

Physical Address & Next Day Deliveries:
Allstate Insurance Company
8711 N. Freeport Pkwy Bldg C-3
Irving, TX 75063

CONFIDENTIALITY NOTE:
This e-mail and any attachments are confidential and may be protected by legal privilege. If you are not the intended recipient, be aware that any disclosure, copying, distribution or use of this e-mail or any attachment is prohibited. If you have received this e-mail in error, please notify us immediately by returning it to the sender and delete this copy from your system.

Upon sale of this vehicle, the purchaser must apply for a new title within 20 working days unless the vehicle is purchased by a dealer. Until a new title is issued, the vehicle record will continue to reflect the owner's name listed on the current title. SEE BACK FOR ADDITIONAL INFORMATION.

0158755

HIDALGO COUNTY SHERIFFS
DEPARTMENT
711 W EL CIBOLO RD
EDINBURG, TX 78541-9848

47817 Sheriff

DETACH HERE

TEXAS CERTIFICATE OF TITLE

VEHICLE TITLES AND REGISTRATION DIVISION

87111062

VEHICLE IDENTIFICATION NUMBER	YEAR MODEL	MAKE OF VEHICLE	BODY STYLE
1FMFU15538LA58831	2008	FORD	LL

TITLE/DOCUMENT NUMBER: 10830939677131321 DATE TITLE ISSUED: 08/29/2008

MODEL	MFG. CAPACITY IN TONS	WEIGHT	LICENSE NUMBER
EPT	1/2	5600	1041593

PREVIOUS OWNER

PHILPOTT MOTORS LTD PHIL PORT NECHES T

ODOMETER READING: 16

OWNER

REMARK(S)

HIDALGO COUNTY SHERIFFS
DEPARTMENT
711 EL CIBOLO ROAD
EDINBURG, TX 78541

ACTUAL MILEAGE
EXEMPT

X _____
SIGNATURE OF OWNER OR AGENT MUST BE IN INK

UNLESS OTHERWISE AUTHORIZED BY LAW, IT IS A VIOLATION OF STATE LAW TO SIGN THE NAME OF ANOTHER PERSON ON A CERTIFICATE OF TITLE OR OTHERWISE GIVE FALSE INFORMATION ON A CERTIFICATE OF TITLE.

DATE OF LIEN — 1ST LIENHOLDER

NONE

1ST LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

DATE OF LIEN — 2ND LIENHOLDER

2ND LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

DATE OF LIEN — 3RD LIENHOLDER

3RD LIEN RELEASED _____ DATE

BY _____ AUTHORIZED AGENT

IT IS HEREBY CERTIFIED THAT THE PERSON HEREIN NAMED IS THE OWNER OF THE VEHICLE DESCRIBED ABOVE WHICH IS SUBJECT TO THE ABOVE LIENS.

RIGHTS OF SURVIVORSHIP AGREEMENT

WE, THE PERSONS WHOSE SIGNATURES APPEAR HEREIN, HEREBY AGREE THAT THE OWNERSHIP OF THE VEHICLE DESCRIBED ON THIS CERTIFICATE OF TITLE SHALL FROM THIS DAY FORWARD BE HELD JOINTLY, AND IN THE EVENT OF DEATH OF ANY OF THE PERSONS NAMED IN THE AGREEMENT, THE OWNERSHIP OF THE VEHICLE SHALL VEST IN THE SURVIVOR(S).

_____ SIGNATURE _____ DATE

_____ SIGNATURE _____ DATE

_____ SIGNATURE _____ DATE

FORM 30-C REV. 12/2007

DO NOT ACCEPT TITLE SHOWING ERASURE, ALTERATION, OR MUTILATION.

Texas Department of Motor Vehicles

Power of Attorney to Transfer Motor Vehicle

- No Alterations Allowed
- Complete All Sections
- Type or Print in Black or Blue Ink

This is to certify that I, _____ CLAIM: 0258891225
Name of Owner

of the County of _____

and the State of Texas, owner of the following described motor vehicle, do make, constitute and appoint:

ALLSTATE INSURANCE COMPANY
Type or Print Name

of the County of Dallas and the State of TX, my true and lawful attorney,

for me and in my name, place and stead to sell, transfer, and assign or purchase and apply for the title on the motor vehicle described as follows:

Year	Make	Body Style	Model	License Plate Number
2008	FORD	4D WAGON	EXPEDITION	
Vehicle Identification Number			Title / Document Number	
1FMFU15538LA58831				

This completed and signed form grants my attorney full power and authority to do and perform all and every act necessary to transfer and assign the legal title to the motor vehicle described, or to purchase and apply for a title to anyone who may be designated by my attorney.

NOTE: This form must be properly completed before it is an acceptable document. The power of attorney cannot be granted to the selling or buying dealer, an employee of the dealer, or relative of the dealer, unless the vehicle is exempt from the odometer disclosure law (i.e., the year model is ten or more years old, the carrying capacity exceeds two tons, or the vehicle is not self-propelled). This form may be used in a dealer sale if a disinterested third party is appointed. A disinterested third party is defined as an individual with no relationship to the dealer or dealership.

If a Power of Attorney is used to apply for a certified copy of title, the person(s) signing must include a photocopy of their U.S. government issued photo identification (a state issued Driver License, a U.S. Government issued Identification Card, or a U.S. passport).

I further certify that the current odometer reading is _____ miles and to the best of
(No Tenths)

my knowledge the odometer reading is the ***ACTUAL*** mileage of the vehicle unless one of the following statements is checked:

☐ 1. The mileage stated is in ***EXCESS*** of its mechanical limits.

☐ 2. The odometer reading is ***NOT*** the actual mileage. ***WARNING - ODOMETER DISCREPANCY***

_____
Name of Owner

_____
Signature of Owner

_____
Address City State Zip Code

_____
Date

WARNING: State Law provides that falsifying information on any required statement or application is a third–degree felony.

AI-35108 **Comm. Court Executive Office 7. E.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Health & Human Services Department:
Requesting permission to advertise/hire the following positions:

Position	Slot #	Grade
Billing Supervisor	003-G076	11
Clinic Aide II	003-0045	3
Eligibility Specialist II	001-0010	6
Eligibility Specialist I	001-0034	4

BACKGROUND

Slot 0034 to be vacated on 11/16/12; change of status has been submitted.

Attachments

reqs

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2012 03:27 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Monica Badillo Started On: 11/02/2012 02:44 PM

Final Approval Date: 11/02/2012

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

Received
OCT 31 2012
Human Resources

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): HEALTH & HUMAN SERVICES DEPT.

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE BILLING SUPERVISOR

☐ NEW POSITION OR REPLACEMENT FOR: MARICEL ESPINOSA EMPLOYEE NO 021164

DEPT NO 340 POSITION/SLOT NO 003-G076

ADVERTISED SALARY: 38,074.00 OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: SEE ATTACHED

WORK LOCATION / HOURS: CENTRAL OFFICE (EDINBURG) MON. - FRI. 7:30AM - 5:30PM OR AS ASSIGNED

CONTACT PERSON: LYDIA SERNA EXTENSION / PHONE NO: (956) 383-6221

Department Head or Elected Official

10/31/12
Date

FUNDS AVAILABLE: YES X NO ____ DATE OF FUND AVAILABILITY: 10/30/12

BUDGETED SALARY, GRADE & STEP: GRADE 11 STEP 1

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

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

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

BILLING SUPERVISOR

GRADE: 11

GENERAL DESCRIPTION

Employee performs senior-level billing work. Work involves daily operational management of billing department and related functions. Monitors billing process to identify improvements, and makes recommendations to staff. Position may involve supervising staff and/or training of staff.

EXAMPLES OF WORK PERFORMED

Train, supervise, evaluate, and effectively recommends employment and discipline of all staff in billing department

Develop and maintain procedures for efficient and accurate processing

Coordinate all billing and accounts with records and information

Supervise the monitoring and reconciliation of third party remittances and collections

Institute payment plans when necessary for delinquent accounts or fees

Address all problems related to billing and accounts

Assists client with any information regarding their accounts and billing

Ensures compliance with county, state, and federal laws and guidelines

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Five (5) years related billing experience with high volume billing in the private sector or public setting with one (1) year of supervisory experience preferred. Graduation from a standard senior high school is required. A Bachelors Degree in Accounting or Business Administration is preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of MS Word and Excel

Must have strong knowledge of billing and financial concepts

Strong analytical skills

Significant experience in healthcare billing methodologies, such as Medicaid, Medicare, HMO, PPO, etc.

Knowledge of coding

Excellent oral and written communication

Supervisory experience preferred

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

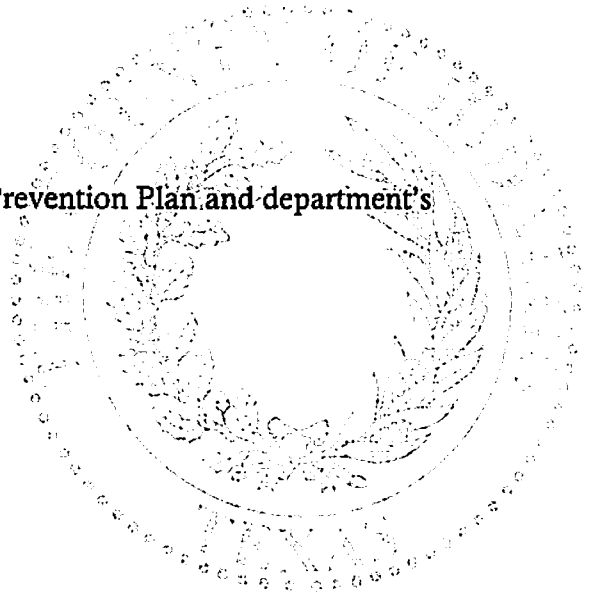
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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



BILLING SUPERVISOR

GRADE: 11

GENERAL DESCRIPTION

Employee performs senior-level billing work. Work involves daily operational management of billing department and related functions. Monitors billing process to identify improvements, and makes recommendations to staff. Position may involve supervising staff and/or training of staff.

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Train, supervise, evaluate, and effectively recommends employment and discipline of all staff in billing department

Develop and maintain procedures for efficient and accurate processing

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

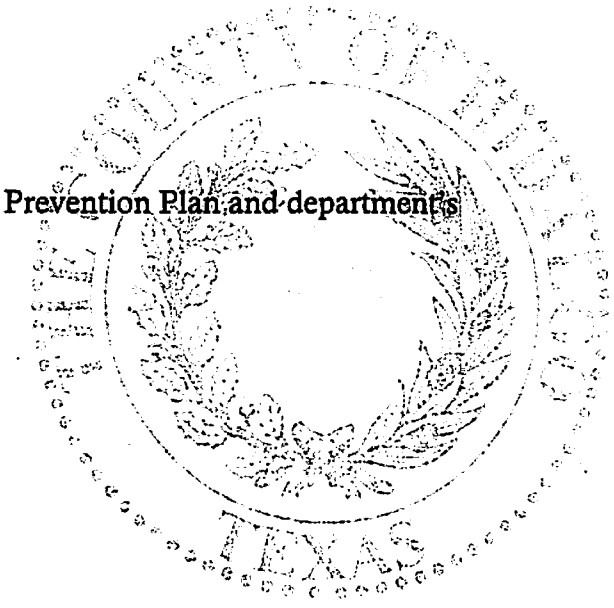
- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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



HUMAN RESOURCES DEPARTMENT REQUISTION FORM

Received
OCT 31 2012
Human Resources

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): HEALTH & HUMAN SERVICES DEPT.

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE CLINIC AIDE II ✓

☐ NEW POSITION OR REPLACEMENT FOR: SAN JUANITA ACEVEDO ✓ EMPLOYEE NO 027308

DEPT NO 340 ✓ POSITION/SLOT NO 003-0045 ✓

ADVERTISED SALARY: 20,570.00 ✓ OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: SEE ATTACHED

WORK LOCATION / HOURS: HIDALGO COUNTY MON. - FRI. 7:30AM - 5:30PM OR AS ASSIGNED

CONTACT PERSON: LYDIA SERNA EXTENSION / PHONE NO: (956) 383-6221

Department Head or Elected Official

10/31/12
Date

FUNDS AVAILABLE: YES X NO ____ DATE OF FUND AVAILABILITY: 10/30/12

BUDGETED SALARY, GRADE & STEP: GRADE 3 STEP 1

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

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

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

CLINIC AIDE II

GRADE: 03

GENERAL DESCRIPTION

Performs routine to moderate (journey-level) lab work, plotting, dietary recalls, nutrition education, issuing appointments and other clerical duties; Works under Nutritionist or LVN supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs nursing functions as appropriate

Takes and records patients' data on appropriate forms and health records

Pulls and files patients' information

Issues food cards and appointments

Performs Income screening

Interviews clients, staff, and clients' relatives to obtain information related to clients' dietary needs

Assist in nutrition education and dietary counseling services

Assist in the development of nutrition education programs

Refers individuals to other agencies or institutions for nutrition and dietary services as appropriate

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience in Public Health. Graduation from a high school or equivalent is generally preferred. Graduate from a Vocational school with a certificate of Medical Assistant, Nurse's Aide or related field preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of the principles of patient care

Skill in the use of equipment used in patient care

Interviewing skills

Ability to communicate effectively

Registration, Certification, or Licensure

Certification of Medical Assistant, Nurse's Aide or related field

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

CLINIC AIDE II

GRADE: 03

GENERAL DESCRIPTION

Performs routine to moderate (journey-level) lab work, plotting, dietary recalls, nutrition education, issuing appointments and other clerical duties; Works under Nutritionist or LVN supervision, with limited latitude for the use of initiative and independent judgment.

EXAMPLES OF WORK PERFORMED

Performs nursing functions as appropriate

Takes and records patients' data on appropriate forms and health records

Pulls and files patients' information

Issues food cards and appointments

Performs Income screening

Interviews clients, staff, and clients' relatives to obtain information related to clients' dietary needs

Assist in nutrition education and dietary counseling services

Assist in the development of nutrition education programs

Refers individuals to other agencies or institutions for nutrition and dietary services as appropriate

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience in Public Health. Graduation from a high school or equivalent is generally preferred. Graduate from a Vocational school with a certificate of Medical Assistant, Nurse's Aide or related field preferred. Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of the principles of patient care

Skill in the use of equipment used in patient care

Interviewing skills

Ability to communicate effectively

Registration, Certification, or Licensure

Certification of Medical Assistant, Nurse's Aide or related field

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

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- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
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Maintain effective audio-visual discrimination and perception needed for:

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- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

Received
OCT 31 2012
Human Resources

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): HEALTH & HUMAN SERVICES DEPT.

ANNOUNCE VACANCY USING (check one box)

☑ INTERNAL ANNOUNCEMENT PROCUDURE ☑ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE ELIGIBILITY SPECIALIST II ✓

☐ NEW POSITION OR REPLACEMENT FOR: MARICELA GARCIA CERDA EMPLOYEE NO 147672

DEPT NO 240 ✓ POSITION/SLOT NO 001-0010 ✓

ADVERTISED SALARY: 25,912.00 ✓ OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: SEE ATTACHED

WORK LOCATION / HOURS: HIDALGO COUNTY MON. - FRI. 7:30AM - 5:30PM OR AS ASSIGNED

CONTACT PERSON: DAIREN SARMIENTO EXTENSION / PHONE NO: (956) 318-2011

Department Head or Elected Official

10/31/12
Date

FUNDS AVAILABLE: YES X NO ____ DATE OF FUND AVAILABILITY: 10/30/12

BUDGETED SALARY, GRADE & STEP: GRADE 6 STEP 1

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

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

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

ELIGIBILITY SPECIALIST II

GRADE: 06

GENERAL DESCRIPTION

Determine eligibility for Hidalgo County residents for County Indigent Health Care Program as well as other direct assistance programs, which include funeral assistance, medical transportation, lodging and meals. Assist County residents in identifying and obtaining various financial and health care resources; provide community resource information and make appropriate referrals.

EXAMPLES OF WORK PERFORMED

Receive, review and process applications and determine eligibility utilizing established state and county program policies and procedures within established time frames

Identify and respond to community needs and concerns and make adequate referrals to appropriate agencies and assist in the development of resources to meet anticipated demands

Prepare various reports and correspondence

Be available to answer questions and provide information to the general public and assist in identifying resources

Attend and participate in staff meetings and workshops

Stay abreast of policies and procedural changes in the Indigent Program and other related health care programs

Properly prepare and complete necessary program forms and documents

Maintain and update participant computer and hard copy case files

Assist in clerical work as needed

Studies and analyzes operations and problems, and prepares reports of findings and recommendations

Recommends activities to produce a more effective program

Prepares justifications for procedural or policy changes

Provides technical assistance on program services

Works with program staff in determining trends and resolving technical problems

Ability to work well with others

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years experience with Indigent Health Care, Medicaid Program, or related social programs preferred; Graduation from a high school or equivalent; Associate degree or vocational training; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; to communicate effectively; and to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ELIGIBILITY SPECIALIST II

GRADE: 06

GENERAL DESCRIPTION

Determine eligibility for Hidalgo County residents for County Indigent Health Care Program as well as other direct assistance programs, which include funeral assistance, medical transportation, lodging and meals. Assist County residents in identifying and obtaining various financial and health care resources; provide community resource information and make appropriate referrals.

EXAMPLES OF WORK PERFORMED

Receive, review and process applications and determine eligibility utilizing established state and county program policies and procedures within established time frames

Identify and respond to community needs and concerns and make adequate referrals to appropriate agencies and assist in the development of resources to meet anticipated demands

Prepare various reports and correspondence

Be available to answer questions and provide information to the general public and assist in identifying resources

Attend and participate in staff meetings and workshops

Stay abreast of policies and procedural changes in the Indigent Program and other related health care programs

Properly prepare and complete necessary program forms and documents

Maintain and update participant computer and hard copy case files

Assist in clerical work as needed

Studies and analyzes operations and problems, and prepares reports of findings and recommendations

Recommends activities to produce a more effective program

Prepares justifications for procedural or policy changes

Provides technical assistance on program services

Works with program staff in determining trends and resolving technical problems

Ability to work well with others

May train others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Four (4) years experience with Indigent Health Care, Medicaid Program, or related social programs preferred; Graduation from a high school or equivalent; Associate degree or vocational training; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; to communicate effectively; and to train others

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

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

Maintain mental capacity which permits:

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

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

HUMAN RESOURCES DEPARTMENT REQUISTION FORM

Received
OCT 31 2012
Human Resources

FORWARD COMPLETED FORM TO: HUMAN RESOURCES DIRECTOR

FROM (NAME OF DEPARTMENT): HEALTH & HUMAN SERVICES DEPT.

ANNOUNCE VACANCY USING (check one box)

☒ INTERNAL ANNOUNCEMENT PROCUDURE ☒ OPEN ANNOUNCEMENT PROCEDURE

POSITION TITLE / GRADE ELIGIBILITY SPECIALIST I

☐ NEW POSITION OR REPLACEMENT FOR: LINDA CHRISTINE MICHELLS EMPLOYEE NO 058335

DEPT NO 240 POSITION/SLOT NO 001-0034

ADVERTISED SALARY: $23,385.00 (22,216.00) OTHER COMPENSATION: _____ COMPENSATION TYPE: _____

SPECIAL REQUIREMENTS: SEE ATTACHED

WORK LOCATION / HOURS: HIDALGO COUNTY MON. - FRI. 7:30AM - 5:30PM OR AS ASSIGNED

CONTACT PERSON: DAIREN SARMIENTO EXTENSION / PHONE NO: 956-318-2011

Department Head or Elected Official

10/31/12
Date

FUNDS AVAILABLE: YES X NO ____ DATE OF FUND AVAILABILITY: 11/19/12

BUDGETED SALARY, GRADE & STEP: GRADE 4 STEP 1 ✓

BUDGETED OTHER ALLOWANCES: _____

APPROVED HR CHIEF OF STAFF / DATE

APPROVED HR DIRECTOR / DATE

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

Commissioner's Court Signature / Date

Closing Date

Revised Date: May 2008

ELIGIBILITY SPECIALIST I

GRADE: 04

GENERAL DESCRIPTION

Determine eligibility for Hidalgo County residents for County Indigent Health Care Program as well as other direct assistance programs, which include funeral assistance, medical transportation, lodging and meals. Assist County residents in identifying and obtaining various financial and health care resources; provide community resource information and make appropriate referrals.

EXAMPLES OF WORK PERFORMED

Receive, review and process applications and determine eligibility utilizing established state and county program policies and procedures within established time frames

Identify and respond to community needs and concerns and make adequate referrals to appropriate agencies and assist in the development of resources to meet anticipated demands

Prepare various reports and correspondence

Be available to answer questions and provide information to the general public and assist in identifying resources

Attend and participate in staff meetings and workshops

Stay abreast of policies and procedural changes in the Indigent Program and other related health care programs

Properly prepare and complete necessary program forms and documents

Maintain and update participant computer and hard copy case files

Assist in clerical work as needed

Studies and analyzes operations and problems, and prepares reports of findings and recommendations

Recommends activities to produce a more effective program

Prepares justifications for procedural or policy changes

Provides technical assistance on program services

Works with program staff in determining trends and resolving technical problems

Ability to work well with others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience with Indigent Health Care, Medicaid Program, or related social programs preferred. Graduation from a high school or equivalent; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation.

Ability to gather, assemble, correlate, and analyze facts; to devise solutions to problems; to prepare reports; to develop and evaluate policies and procedures; to communicate effectively; and to train others.

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

WORK ENVIRONMENT:

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The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
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- operating assigned equipment

Maintain mental capacity which permits:

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- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

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

Maintain effective audio-visual discrimination and perception needed for:

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

ELIGIBILITY SPECIALIST I

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Receive, review and process applications and determine eligibility utilizing established state and county program policies and procedures within established time frames.

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Recommends activities to produce a more effective program

Prepares justifications for procedural or policy changes

Provides technical assistance on program services

Works with program staff in determining trends and resolving technical problems

Ability to work well with others

Performs related work as assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Two (2) years experience with Indigent Health Care, Medicaid Program, or related social programs preferred. Graduation from a high school or equivalent; Experience and education may be substituted for one another.

Knowledge, Skills, and Abilities

Knowledge of local, state, and federal laws related to the program area; of public administration and management techniques; of statistical analysis processes; and of program planning and implementation.

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

AI-35109 **County Court at Laws 7. F.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

County Court at Law #6:
Requesting approval of claim/invoice for interpreting services, dated 8/1/12 for the following: Sign Language Services in the amount of $ 255.00 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor

BACKGROUND

PO was not obtained prior to services being rendered.
2-1100-412-00-026-001-0-831 - refer to AI 35107

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-412-00-026-0-831

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

BUDGETARY IMPACT:

Available balance as of 11-2-12 $200.00; additional funding in the amount of $55.00, pending line item transfer, refer to AI #35107, CC 11-6-12.

Attachments

bill

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2012 03:28 PM
Ivan Cantu	Ivan Cantu	11/02/2012 03:49 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Monica Badillo Started On: 11/02/2012 02:58 PM

Final Approval Date: 11/02/2012

RECEIVED SEP 05 2012

V-387878

SIGN LANGUAGE SERVICES

Amy Hermansen
1409 Rio Grande St
San Juan TX 78589
956-588-8078
FAX 956-720-0832
signlanguageservices@yahoo.com

Invoice# CO COURT NO 6

7/24/2012 Date of Service

Invoice Date 8-1-12

SIGN LANGUAGE INTERPRETING SERVICES

CO COURT AT LAW NO 6
JUDGE ALBERT GARCIA
C/O FRANK FUENTES COURT COORDINATOR

Desc: 07/24/12 County Court #6

INVOICE	DATE	RATE	HOURS	TOTAL
	8:30AM	COURT		
CO COURT-6	24-Jul	$85	2	$170
		TRAVEL		
From San Benito Tx		$85.00	1	$85
TRAVEL DIVIDED BETWEEN ANOTHER APPOINTMENT				$255.00

TOTAL $255.00

CAROL LINAN COURT CERT #: 0030401020108
Please send check to : Amy Hermansen at above address

INVOICE RECEIVED BY:
Frank Fuentes on 9-5-12
GOODS/SERVICES RECEIVED BY:
_____ on 9-5-12

2-1100-412-00-026-001-0-851

2012 SEP 21 PM 3 31

RECEIVED BY
COUNTY AUDITOR

Transfer of funds 35107

COUNTY OF HIDALGO

EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 10/03/2012

TO: Frank Fuentes **DEPARTMENT:** (026) COUNTY COURT-AT-LAW 6

FROM: Olga Lydia Perez **PHONE:** (956)-318-2511 ext 4631

REFERENCE: SIGN LANGUAGE SERVICES Invoice #CO COURT NO 6

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #CO COURT NO 6*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ✔ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- **SIGNATURE OR DATE NOT PRESENT**
- **SYSTEM SHOWS INVOICE PAID**
- **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- **NEEDS APPROVAL OF:**
- **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- **NEEDS CORRECTION(S):**
- **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ✔ **OTHER: Need to have a PO for this invoice.**
- **COMMENTS / RECOMMENDATION:**

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ JR. JUDGE 92ND D.C. | ROGELIO DELGADO JUDGE 93RD D.C. | J. R. "BOBBY" FLORES JUDGE 139TH D.C. | ROSE GUERRA REYNA JUDGE 206TH D.C. | JUAN R. PARTIDA JUDGE 275TH D.C. | MARIO E. RAMIREZ JR. JUDGE 332ND D.C. | NOE GONZALEZ JUDGE 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE 398TH D.C. | ADA SALINAS FLORES JUDGE 398TH D.C.

DATE: **November 2, 2012**

DEPARTMENT HEAD: **Judge Albert Garcia**

DEPARTMENT NAME: **CCL # 6**

ACCOUNT NUMBER: **2-1100-412-00-026-001-0-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**
890	Other	831	Court Costs & Investigation	**$55.00**
			TOTAL	**$55.00**

REASON: **Funds needed to pay for interpreting services. Re: AI 35109**

DEPARTMENT HEAD SIGNATURE

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

AI-35111 **Comm. Court Executive Office 7. G.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Child Protection Court:
1. Discussion, consideration and action regarding the creation of a Court Bailiff position
2. Approval of Salary Schedule
3. Approval of transfer of funds

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Monica Badillo Started On: 11/02/2012 04:04 PM

Final Approval Date: 11/02/2012

AI-34872 **Tax Office 8. A.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Armando Barrera Jr, RTA **Submitted By:** Neida Chavana, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Approval of 2012 Tax Roll Totals, as per Sec. 26.09(e), of the Texas Property Tax Code

BACKGROUND

Attachments

totals

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/23/2012 02:26 PM
Perla Lopez	Perla Lopez	11/02/2012 09:05 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Neida Chavana Started On: 10/23/2012 02:08 PM

Final Approval Date: 11/02/2012

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

October 19, 2012

Honorable Ramon Garcia, County Judge
Honorable Hidalgo Co Commissioners
P.O. Box 1356
Edinburg, Texas 78540

Dear Gentlemen:

Enclosed please find the 2012 Tax Roll Totals for your district.

Be advised these totals do not include totals for accounts currently under protest. Those totals will be added once the protests are resolved.

Please place this item on the agenda of your next meeting for approval by your governing body, as per Section 26.09(e), of the Texas Property Tax Code.

Should you have any questions in regards, do contact our office.

Sincerely,

Armando Barrera Jr., RTA
Hidalgo County Tax Assr/Coll

ABJ:nc

Xc: Hon. Ray Eufracio,
Hidalgo County Auditor

STATE OF TEXAS
COUNTY OF HIDALGO

I, ARMANDO BARRERA JR., RTA, Assessor-Collector of Hidalgo County for HIDALGO COUNTY, in compliance with Section 26.09(e) Property Tax Code do solemnly swear that the Tax Roll from which this information is derived contains a correct and full list of the Real and Personal Property subject to taxation, so far as I have been able to ascertain the same, and that said property has been assessed for taxes for the year 2012. Said list and property values were certified and submitted to me by Rolando Garza, Chief Appraiser for the Hidalgo County Appraisal District.

ARMANDO BARRERA JR, RTA
TAX ASSESSOR-COLLECTOR,
HIDALGO COUNTY, TEXAS

SUBSCRIBED AND SWORN TO ME THIS THE ____ DAY OF _____, 20____.

_____
NOTARY PUBLIC,
HIDALGO COUNTY TEXAS

COUNTY OF HIDALGO

PASSED, APPROVED AND MADE EFFECTIVE BY THE HIDALGO COUNTY COMMISSIONER'S COURT, THIS THE _____ DAY OF _____,A.D., 20_____.

HIDALGO COUNTY JUDGE RAMON GARCIA, _____

PCT #1 COMMISSIONER JOEL QUINTANILLA, _____

PCT #2 COMMISSIONER HECTOR (TITO) PALACIOS, _____

PCT #3 COMMISSIONER JOE FLORES, _____

PCT #4 COMMISSIONER JOSEPH PALACIOS, _____

_____
ARTURO GUAJARDO JR., COUNTY CLERK
HIDALGO COUNTY, TEXAS

ENTITY	HIDALGO COUNTY				2012
JURISDICTION		1			

EXEMPT VALUE	4,078,914,342	TOTAL PARCELS		333,668
AG EXCLUSION	3,309,606,002	TOTAL MARKET VALUE		35,850,751,824
HS CAPPED AMOUNT	74,934,922	TOTAL EXEMPT PROPERTY	-	8,530,722,886
ABATED AMOUNT	1,273,878	TAXABLE VALUE	=	27,320,028,938
FREEPORT VALUE	388,691,767	TAX RATE PER $100	*	0.5900
HB366 VALUE	35,495	LEVY (Before Frozen Levy Loss)	=	161,188,170.73
POLLUTION VALUE	47,532,658	LEVY LOSS DUE TO FREEZE	-	1,779,369.29
HISTORICAL VALUE	87,331	LATE AG	+	0.00
CHDO EXEMPTION	8,239,513	LATE RENDITION	+	161,243.66
PRORATED VALUE	136,753	LEVY	=	159,570,045.10
FTZ CBD TRM CHA VAL	1,679,208	TOTAL LEVY (From TC501)	=	159,570,083.70
VETERAN FULL EXEMP	84,535,850	VARIANCE	+/-	-38.60
OVER 65 HOMESTEAD EXEMPTION	482,361,422			
OVER 65 HOMESTEAD SURVIVING SPOUCE	26,296,902			
VETERAN EXEMPTIONS	26,396,843			
TOTAL EXEMPT PROPERTY	**8,530,722,886**			

Land	Value
Homesite:	2,919,585,949
Non Homesite:	7,457,412,144
Ag Market:	3,477,293,267
Timber Market:	0

Improvement	Value
Homesite:	7,226,347,621
Non Homesite:	10,533,254,703

Non Real	Count	Value
Personal Property:	21,806	3,546,773,512
Mineral Property:	14,283	690,084,628
Autos:	0	0

Ag	Non Exempt	Exempt
Total Productivity Market:	3,477,293,267	0
Ag Use:	167,687,265	0
Timber Use:	0	0
Productivity Loss:	3,309,606,002	0

Total Land	(+)	13,854,291,360
Total Improvements	(+)	17,759,602,324
Total Non Real	(+)	4,236,858,140
Market Value	=	35,850,751,824
Productivity Loss	(-)	3,309,606,002
Appraised Value	=	32,541,145,822
Homestead Cap	(-)	74,934,922
Assessed Value	=	32,466,210,900

Exemption	Count	Local	State	Total
AB	1	1,273,878	0	1,273,878
CH	10	1,679,208	0	1,679,208
CHODO (Partial)	8	8,239,513	0	8,239,513
DP	7,136	0	0	0
DPS	15	0	0	0
DV1	642	0	4,673,328	4,673,328
DV1S	30	0	150,000	150,000
DV2	388	0	3,429,501	3,429,501
DV2S	11	0	82,500	82,500
DV3	381	0	3,997,160	3,997,160
DV3S	18	0	180,000	180,000
DV4	1,063	0	12,258,869	12,258,869
DV4S	136	0	1,625,485	1,625,485
DVHS	922	0	82,200,264	82,200,264
DVHSS	28	0	2,335,586	2,335,586
EN	1	0	0	0
EX	8,885	0	4,078,914,342	4,078,914,342
EX (Prorated)	3	0	136,753	136,753
EX366	114	0	35,495	35,495
FR	164	388,691,767	0	388,691,767
HT	1	87,331	0	87,331
OV65	33,323	482,361,422	0	482,361,422
OV65S	1,777	26,296,902	0	26,296,902
PC	25	47,532,658	0	47,532,658

Total Exemptions	(-)	5,146,181,962
Net Taxable	=	27,320,028,938

Freeze	Assessed	Taxable	Actual Tax	Ceiling	Count			
DP	388,004,088	374,808,651	1,966,495.32	2,081,001.48	6,530			
DPS	1,114,989	1,107,489	5,649.34	5,820.45	15			
OV65	2,027,176,677	1,520,969,959	7,442,846.42	7,885,651.95	31,804			
Total	2,416,295,754	1,896,886,099	9,414,991.08	9,972,473.88	38,349	**Freeze Taxable**	(-)	1,896,886,099
Tax Rate	0.590000							
						Freeze Adjusted Taxable	=	25,423,142,839

APPROXIMATE LEVY = (FREEZE ADJUSTED TAXABLE * (TAX RATE / 100)) + ACTUAL TAX
159,411,533.83 = 25,423,142,839 * (0.590000 / 100) + 9,414,991.08

Tax Increment Finance Value:	0
Tax Increment Finance Levy:	0.00

C E R T I F I E D R O L L J U R I S D I C T I O N S U M M A R Y
PROCESSING FOR TAX YEAR: 2012

JURISDICTION: 0001 HIDALGO COUNTY

TOTAL PARCELS:	333,668	TAX RATE:00.590000	
MARKET VALUE:	35,850,751,824	STATE HOM: 0	OPT HOM: 0.00000
EXEMPT PARCELS:	8,884	STATE O65: 0	OPT O65: 15,000
EXEMPT VALUE:	4,078,914,342	DISABLED: 0	
AG PROPERTIES:	20,428	AG EXCLUSION:	3,309,606,002
HS CAPPED CNT:	9,196	HS CAPPED AMT:	74,934,922
ABATED PARCELS:	1	ABATED AMOUNT:	1,273,878
FREEPORT CNT:	164	FREEPORT VALUE:	388,691,767
HB366 CNT:	113	HB366 VALUE:	35,495
POLLUTION CNT:	25	POLLUTION VALUE:	47,532,658
HISTORICAL CNT:	1	HISTORICL VALUE:	87,331
CHDO XMP CNT:	8	CHDO EXEMPTION:	8,239,513
SRH XMP CNT:	15	SRH EXEMPTION:	0
PRORATED CNT:	3	PRORATED VALUE:	136,753
FTZ CBD TRM CHA:	10	FTZ CBD TRM CHA VAL:	1,679,208
VET FULL XMP CNT:	950	VET FULL EXEMPTION:	84,535,850
GROSS TAXABLE:	27,855,084,105		
STATE HOMESTEAD	119,769	HOMESTEAD AMT:	0
LOCAL HOMESTEAD	119,769	HOMESTEAD AMT:	0
OVER65	33,323	OVER 65 AMT:	0
LOCAL OVER65	33,323	OVER 65 AMT:	482,361,422
SURVIVING SPOUSE:	1,777	AMOUNT:	26,296,902
# OF DISABLED:	7,136	DISABLED AMT:	0
TOTAL VET	2,663	VETERAN AMT:	26,396,843
TOTAL PART XMP:	535,055,167		
TAXABLE VALUE:	27,320,028,938		
FROZEN ACCTS:	41,296		
LEVY LOSS:	1,779,369.29		
TOTAL LEVY:	159,570,083.70		
LATE RENDPEN CNT:	7,676	LATE RENDPEN AMT:	161,243.66
FROZEN HOMESITE:	2,634,512,482		
FROZEN TAXABLE:	2,071,024,133		
UNFROZEN LEVY:	12,219,044.23		
FROZEN LEVY:	10,439,674.94		
TIF CAPTURED:	0		
TOTAL NON-EXMT PARCELS:	324,784		

HIDALGO COUNTY TAX RATE: .590000
TOTALS FOR JURISDICTION 0001

NUMBER OF ACCOUNTS	333,668	
LAND VALUE	13,854,291,360	
IMPROVEMENT VALUE	19,093,084,658	
TOTAL REAL PROPERTY	32,947,376,018	
TOTAL PERSONAL PROPERTY	2,903,375,806	
TOTAL APPRAISED VALUE	35,850,751,824	
LESS AG EXCLUSION	3,309,606,002	20,428
EXEMPTIONS:		
CAP	74,934,922	9,196
HOMESTEAD	0	119,769
OVER 65 AGE	482,361,422	33,323
DRH	0	7,136
DAV	26,396,843	2,663
ABATEMNT	1,273,878	1
FREEPORT	388,691,767	164
HB 366	35,495	113
S SPOUSE	26,296,902	1,777
POLUTION	47,532,658	25
HISTORIC	87,331	1
PRO	136,753	3
VTX	84,535,850	950
MSC	1,679,208	10
CHO	8,239,513	8
SRH	0	15
TOTAL EXEMPT	4,078,914,342	8,884
TAXABLE VALUE	27,320,028,938	
ACTUAL LEVY	159,570,083.70	
LEVY LOSS DUE TO FROZEN	1,779,369.29	

§ 26.09. Calculation of Tax

(a) On receipt of notice of the tax rate for the current tax year, the assessor for a taxing unit other than a county shall calculate the tax imposed on each property included on the appraisal roll for the unit.

(b) The county assessor-collector shall add the properties and their values certified to him as provided by Chapter 24 of this code to the appraisal roll for county tax purposes. The county assessor-collector shall use the appraisal roll certified to him as provided by Section 26.01 with the added properties and values to calculate county taxes.

(c) The tax is calculated by:

(1) subtracting from the appraised value of a property as shown on the appraisal roll for the unit the amount of any partial exemption allowed the property owner that applies to appraised value to determine net appraised value;

(2) multiplying the net appraised value by the assessment ratio to determine assessed value;

(3) subtracting from the assessed value the amount of any partial exemption allowed the property owner to determine taxable value; and

(4) multiplying the taxable value by the tax rate.

(d) If a property is subject to taxation for a prior year in which it escaped taxation, the assessor shall calculate the tax for each year separately. In calculating the tax, he shall use the assessment ratio and tax rate in effect in the unit for the year for which back taxes are being imposed. To the amount of back taxes due, he shall add interest calculated at the rate provided by Subsection (c) of Section 33.01 of this code from the date the tax would have become delinquent had the tax been imposed in the proper tax year.

(e) The assessor shall enter the amount of tax determined as provided by this section in the appraisal roll and submit it to the governing body of the unit for approval. The appraisal roll with amounts of tax entered as approved by the governing body constitutes the unit's tax roll.

Acts 1979, 66th Leg., p. 2281, ch. 841, § 1, eff. Jan. 1, 1982. Amended by Acts 1981, 67th Leg., 1st C.S. p. 166, ch. 13, § 121, eff. Jan. 1, 1982; Acts 1983, 68th Leg., p. 4827, ch. 851, § 19, eff. Aug. 29, 1983.

AI-35045 **Constables 9. A.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Constable Pct. 1 as per Joe Espinoza **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Constable Pct. #1 - Celestino Avila:
Discussion, consideration and approval to appoint John Paul Sauceda, Eleazar Mendez and Jose Luis Fuentes as reserve deputy constables by Constable Celestino Avila Jr., Constable Precinct 1 in accordance with Texas Local Government Code 86.012.

BACKGROUND

Sec. 86.012 RESERVE DEPUTY CONSTABLES. (a) The Commissioners court of county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Reserve Deputies are not part of County Payroll. No funds required for this request.

Attachments

lgc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2012 02:16 PM
Rosalinda Cantu	Rosie Cantu	10/31/2012 02:57 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Monica Badillo Started On: 10/31/2012 01:55 PM

Final Approval Date: 11/02/2012

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with
a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than
$500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of
office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred
by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

AI-34834 **Health & Human Services Dept. 10. C.**

CC REGULAR

Meeting Date: 11/06/2012

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Public Hearing to consider public comments on Regional Healthcare Partnership Plan for Region 5 prior to submission to the Texas Department of Health & Human Services Commission (HHSC) on November 16, 2012.

BACKGROUND

Public Hearing will be held on November 06, 2012 at 10:30 AM @ Edinburg Council Chambers 415 W. University Drive, Edinburg, Texas

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/19/2012 08:08 AM
Manuel Chapa	Manuel Chapa	10/19/2012 08:20 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Dairen Sarmiento Started On: 10/18/2012 02:00 PM

Final Approval Date: 11/02/2012

AI-35104 **Health & Human Services Dept. 10. D.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Health & Human Services- Human Services Dision

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Human Services Division (1100):
Approval to reinstate employee #165123 to previous previous Grade and Step effective upon Commissioners Court approval (11/06/2012).

BACKGROUND

Employee applied for an Eligibility Specialist II position and was selected & promoted effective on 08/13/12. Employee requested to be returned (voluntary demotion) to Eligibility Specialist I position effective on 08/27/12. Was placed in step according to Grade & Step pay policy which decreased salary lower than the previous salary held as an Eligibility Speciliast I.

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM
Form Started By: Rosie Cantu		Started On: 11/02/2012 01:26 PM

Final Approval Date: 11/02/2012

AI-34903 **IT Department 11. A.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Griselda Salazar, IT DEPARTMENT

Department: IT DEPARTMENT

Information

CAPTION

Emergency Management:
Authorization and approval to deactivate wireless device service through the County's membership/participation with CONTRACT: DIR-SDD-611 with awarded vendor SPRINT for the following:

Employee Name:	Plan Description:	MDN:
Office Use	Unlimited Mobile Broadband @ 37.99/mo	956-393-0549
Office Use	Unlimited Mobile Broadband @ 37.99/mo	956-207-0934
Office Use	Unlimited Mobile Broadband @ 37.99/mo	956-207-5876
Office Use	Unlimited Mobile Broadband @ 37.99/mo	956-207-7306
Office Use	Unlimited Mobile Broadband @ 37.99/mo	956-225-8851
Office Use	Unlimited Mobile Broadband @ 37.99/mo	956-225-8947

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Fiscal Impact - Deactivation

Attachments

Request Form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/24/2012 12:53 PM
Roland Garcia	Rolando Garcia	10/25/2012 10:06 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Griselda Salazar Started On: 10/24/2012 10:43 AM

Final Approval Date: 11/02/2012

WIRELESS DEVICE REQUEST FORM W.2011.2

TYPE OF REQUEST

County Owned Wireless Device:
- ☐ Office Use *or* ☐ Individual
- ☐ Name Change
- ☐ Equipment Change
- ☐ Plan Change
- ☑ Delete Service

Wireless Data Device:
- ☑ Data Card 207-0934
- ☐ Blackberry 207-5876
- ☐ Other: 207-7306, 225-8851, 393-0549, 225-8947

Stipend:
- ☐ Cellular Telephone $50/mo
- ☐ Data Pad $25/mo

COUNTY OWNED WIRELESS DEVICE

(Office Use) / Employee: Office Use Employee ID#: — Signature: —

Department: Emergency Management Dept#: 110

Quantity: 6

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

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

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

STIPEND

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

Department: _____ Dept#: _____

Quantity: _____

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

Total: _____

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

Signature	Print Name	Date
[signature]	Jaime Longoria	

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

Signature	Print Name	Date

(4) IT DEPARTMENT ONLY:

Service Type Codes: Deactivate wireless service through Sprint.

Commissioner's Court Action: **Commissioner's Court Date:** 11/6/12

☐ **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-35005 **Urban County 12. A.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Monica Leal **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of Hidalgo County Precinct No. 2 is requesting authority to purchase solar lights for South Tower Estates from Facility Solutions Group (contract # 368-10) an approved vendor through Hidalgo County's membership and participation with the State of Texas Buy Board. The total cost for the purchase and installation is $230,400.00 (quote attached hereto) to include shipping and handling, installation and discounts as requested by the Hidalgo County Precinct No. 2 for the UCP FY's 23, 24 & 25 (2010, 2011 & 2012) Street Improvement line items.

BACKGROUND

The solar lights will be installed at South Tower Estates. Facility Solutions Group will be responsible for the installation.

Vendor: **Facility Solutions Group**
Purchase Amount: **$230,400.00**
Funds Available: $ 65,433.32 FY 23 (2010) Street Improvements
$ 138,071.86 FY 24 (2011) Street Improvements
$328,653.00 FY 25 (2012) Street Improvements
$532,158.18

Attachments

Back-up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2012 01:27 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Olga Lerma Started On: 10/30/2012 08:21 AM

Final Approval Date: 11/02/2012

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
	Audio Visual Aids	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
10/11/2011	Automated Logic	Trade Services & Labor for Electrical, Plumbing & HVAC	375-11	6/1/2011-5/31/2014
	B&H Photo-Video Pro Audio Inc.	Stage Curtains , Lighting & Stage / Stadium Sound Systems	331-09	11/01/2009 - 10/31/2012
	BSN Sports	Athletic & PE Supplies & Heavy Duty Exercise Equipment	336-10	4/1/2010 - 3/31/2013
11/9/2010	Barcelona Sporting Goods	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010 - 3/31/2013
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
	Camcor, Inc.	Audio Visual Equipment & Supplies	313-09	5/01/2009 - 4/30/2012
7/05/2011 10/14/2011	Carrier Corporation	Trade Services & Labor for Electrical, Plumbing & HVAC HVAC Equipment, Supplies & Installation	375-11 384-11	6/01/2011-5/31/2014 10/1/2011-9/30/2014
11/8/2011	Casco Industries, Inc.	Public Safety & Fire House Supplies & Equipment	363-10	4/1/2011-3/31/2014
4/19/2011	Certified Laboratories Div. of NCH Corp	Motor Fuels, Lubricants & Oils	314-09	06/01/2009 – 05/31/2012
7/05/2011	Chemsearch, A Div Of NCH	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	6/01/2011-5/31/2014
8/16/2011	Chemsearch, A Div Of NCH	Water Treatment Chemicals	367-10	4/1/2011-3/31/2014
12/13/2010	Chemsearch, A Div Of NCH	Motor Fuels, Lubricants & Oils	314-09	6/1/2009 – 5/31/2012
	Diaz Floors & Interiors	Indoor & Outdoor Flooring Products & Sports Surfaces	310-08	3/01/2009 - 2/28/2012
8/9/2011	Dooley Tackaberry, Inc.	Public Safety & Fire & House Supplies & Equipment	363-10	4/1/2011-3/31/2014
5/17/2011	Dream Ranch Office Supplies(CartridgeWorld)	Office Paper & Toner Products	369-11	5/1/2011 – 4/30/2014
11/01/2011	EKA	Grounds Maint. Equip., Irrigation Parts, Supplies & Installation	373-11	06/01/2011-05/31/2014
9/27/2011	Facility Solutions Group	Energy Saving Lighting Products	368-10	4/1/2011-3/31/2014
10/25/2011	Facility Solutions Group	Outdoor Street Lighting	382-11	9/1/2011-8/31/2014
2/8/2011	Flaghouse, Inc.	Athletic, PE, Gym & Exercise Equipment and Supplies	336-10	4/1/2010-3/31/2013
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

AI-34941 **Urban County 12. B.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: AMANDA FLORES **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program (UCP) is requesting Commissioner's Court consideration and approval to appoint the UCP Executive Director as the Program Compliance Officer to ensure compliance for the following:

Nondiscrimination requirements contained in the Department of Housing and Urban Development (HUD) regulations implementing Section 504 & Equal Opportunity/ Fair Housing Officer(s).

2012 Texas General Land Office GLO #12-406-000-6453/ DRS210068
2012 Texas General Land Office GLO #12-589-000-6887/ DRS220068

BACKGROUND

As required by the State of Texas, the Hidalgo County Urban County Program must appoint compliance officer to ensure compliance with the following: (1) Section 504 which prohibits disability discrimination by any program or activity that receives federal/ state funds. Please see attached form to be used for the designation of officer

Attachments

UCP is requesting CC consideration

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/25/2012 09:01 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Olga Lerma Started On: 10/25/2012 08:32 AM

Final Approval Date: 11/02/2012

Designation Form for Section 504 and Equal Opportunity/Fair Housing Officer

City/County: **Hidalgo County Urban County Program** GLO-DR Contract **#GLO 12-589-000-6887**

Address: **1916 Tesoro Blvd.**

Pharr, TX 78577

Telephone Number: **(956) 787-8127**

****

I, **Ramon Garcia, Hidalgo County Judge**, do hereby appoint **UCP Executive Director** ,

(Chief Elected Official) (Name and Title)

as the Fair Housing/Equal Opportunity/Section 504 Standards Officer for the City/County of **Hidalgo**

The Fair Housing/Equal Opportunity/Section 504 Standards Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by the City/County of

Hidalgo, as required by the Texas Community Development Block Grant Program Contract No. **GLO Contract No. 12-589-000-6887**

The Fair Housing/Equal Opportunity/Section 504 Standards Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the GLO-DR Implementation Manual and those listed on Exhibit D of the GLO-DR contract.

Fair Housing/Equal Opportunity/Section 504 Standards Officer:_____
(Signature)

Appointed by:_____ Date: _____
(Signature)

Designation Form for Section 504 and Equal Opportunity/Fair Housing Officer

City/County: **Hidalgo County Urban County Program** GLO-DR Contract **#GLO 12-406-000-6453**

Address: **1916 Tesoro Blvd.**

Pharr, TX 78577

Telephone Number: **(956) 787-8127**

****

I, **Ramon Garcia, Hidalgo County Judge**, do hereby appoint **UCP Executive Director** ,

(Chief Elected Official) (Name and Title)

as the Fair Housing/Equal Opportunity/Section 504 Standards Officer for the City/County of **Hidalgo**

The Fair Housing/Equal Opportunity/Section 504 Standards Officer shall be responsible for the oversight and compliance of fair housing and equal opportunity activities to be performed by the City/County of

Hidalgo, as required by the Texas Community Development Block Grant Program Contract No. **GLO Contract No. 12-406-000-6453**

The Fair Housing/Equal Opportunity/Section 504 Standards Officer is responsible for being familiar with and adhering to all civil rights laws and regulations pertaining to the Texas Community Development Block Grant Program, including those described in the GLO-DR Implementation Manual and those listed on Exhibit D of the GLO-DR contract.

Fair Housing/Equal Opportunity/Section 504 Standards Officer:_____

(Signature)

Appointed by:_____ Date: _____

(Signature)

AI-35105 **Adult Probation 14. A.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Adult Probation Department-Rodolfo Perez

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

DWI Court Grant (1297)
1. Approval to accept the DWI Court grant award from the Office of the Governor-Criminal Justice Division in the amount of $142,819.20 for the grant period of 09/01/2012 through 08/31/2013.
2. Approval of certification of revenue as certified by the County Auditor for the DWI Court grant.
3. Approval of appropriation of funds in the amount of $142,819.20.
4. Approval to authorize a decrease in supplemental pay allowance for the following employees

Dept	Slot #	Emp#	Position Title	Current Allow. Amount	Proposed Allow. Amount
Crim. DA (1100)	0026	127531	Assistant D.A. III	$10,035.00	$9,910.00
139th DC (1100)	0002	020524	Court Coordinator	$4,955.00	$4,895.00
139th DC (1100)	0004	088439	Assistant Court Coord.	$4,955.00	$4,895.00

5. Approval of salary schedule.

BACKGROUND

Attachments

139th DWI Salary schedule
award letter
award statement
categorical budget
dwi salary schedule
fiscal note
appropriation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Rosie Cantu Started On: 11/02/2012

Final Approval Date: 11/02/2012

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-003-001-0-

139th DC

AI - 34833

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	COURT REPORTER				$81,436.00	$81,436.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$82,576.00
										$4,895.00 (decrease in supplemental pay)			
0002	**113**	**COURT COORDINATOR**				**$57,680.00**	**$57,680.00**	**$900.00**	**$0.00**	**~~$4,955.00~~**	**$0.00**	**$0.00**	**$63,475.00**
0003	113	BAILIFF/INTERP				$42,504.00	$42,504.00	$1,140.00	$6,000.00	$0.00	$0.00	$0.00	$49,644.00
										$4,895.00 (decrease in supplemental pay)			
0004	**113**	**ASSISTANT COURT COORDINATOR**				**$55,640.00**	**$55,640.00**	**$480.00**	**$0.00**	**~~$4,955.00~~**	**$0.00**	**$0.00**	**$61,015.00**
0005	111	DISTRICT JUDGE				$15,000.00	$15,000.00	$0.00	$0.00	$0.00	$10,373.00	$0.00	$25,373.00
					TOTAL	$252,260.00	$252,260.00	$3,660.00	$6,000.00	$9,790.00	$10,373.00	$0.00	$282,083.00

APPROVAL TO DECREASE SUPPMENTAL PAY FOR POSITIONS 0002 & 0004.
PERSONNEL ACTION HIGHLIGHTED ABOVE PENDING CC APPROVAL.

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 27, 2012

Mr. Rudy Perez
Assistant Director
PREVIEW - Hidalgo County - PREVIEW -
100 E. Cano
Edinburg, Texas 78539-4582

Dear Mr. Perez:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://cjdonline.governor.state.tx.us and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,

Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION
STATEMENT OF GRANT AWARD

Grant Number:	DC-13-A10-24139-03	**CFDA or State ID:**	00.303
Program Fund:	DC- Drug Court Program		
Grantee Name:	PREVIEW - Hidalgo County - PREVIEW -		
Project Title:	Hidalgo County DWI Court		
Grant Period:	09/01/2012 - 08/31/2013		
Liquidation Date:	11/29/2013		
Date Awarded:	September 27, 2012		
CJD Grant Manager:	Anissa Vila		

CJD Award Amount:	$142,819.20
Grantee Cash Match:	$0.00
Grantee In Kind Match:	$0.00
Total Project Cost:	$142,819.20

The Statement of Grant Award is your official notice of award from the Governor's Criminal Justice Division (CJD). The approved budget is reflected in the Budget/Details tab for this record in eGrants. The grantee agrees to comply with the provisions of the Governor's Criminal Justice Division's rules in Title I, Part I, Chapter 3, Texas Administrative Code in effect on the date the grant is awarded. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant project and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following Condition(s) of Funding and Other Fund-Specific Requirement(s), if any, cited below:

Condition(s) of Funding and Other Fund-Specific Requirement(s):

1 Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.

2 Other Condition of Funding. Grantee is required to report the SID number for all graduates as part of the end-of-year progress report to the Public Policy Research Institute at Texas A & M University.

State of Texas
Office of the Governor
Criminal Justice Division

Rick Perry
Governor

September 27, 2012

Mr. Rudy Perez
Assistant Director
PREVIEW - Hidalgo County - PREVIEW -
100 E. Cano
Edinburg, Texas 78539-4582

Dear Mr. Perez:

Congratulations on your award! To activate your agency's grant, the Authorized Official must log on to eGrants at https://cjdonline.governor.state.tx.us and go to the 'My Home' tab. In the 'Project Status' column, locate the application that is in 'Pending Acceptance of Award' status. Click on the grant number and proceed to the 'Accept Award' tab. From this tab, click on the 'Accept' button.

Be sure to review the attached memo for a quick overview of general items every grantee should be aware of. You can also find more detailed information on the eGrants website including helpful resources, links, and tools needed to properly administer CJD grants; an eGrants Users Guide; and the new Guide to Grants containing answers to questions frequently asked by grantees. The Public Policy Research Institute (PPRI) at Texas A&M University will send a detailed information packet to the Project Director containing progress reporting forms and instructions on completing and submitting those forms.

I hope you continue to find the online environment of eGrants to be a positive experience. We are continually improving the efficiency of processes so that you can dedicate your time to the priorities of service within your communities. We look forward to working with you to ensure the success of your program.

Sincerely,



Christopher Burnett
Executive Director

OFFICE OF THE GOVERNOR
CRIMINAL JUSTICE DIVISION

STATEMENT OF GRANT AWARD

Grant Number:	DC-13-A10-24139-03	**CFDA or State ID:**	00.303
Program Fund:	DC- Drug Court Program		
Grantee Name:	PREVIEW - Hidalgo County - PREVIEW -		
Project Title:	Hidalgo County DWI Court		
Grant Period:	09/01/2012 - 08/31/2013		
Liquidation Date:	11/29/2013		
Date Awarded:	September 27, 2012		
CJD Grant Manager:	Anissa Vila		

CJD Award Amount:	$142,819.20
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Condition(s) of Funding and Other Fund-Specific Requirement(s):

1 Resolution: Except for state agencies, each applicant agency must submit a resolution from the applicable governing body (such as the city council, county commissioners' court, school board, or board of directors) electronically using the 'Upload' function in the eGrants system.

2 Other Condition of Funding. Grantee is required to report the SID number for all graduates as part of the end-of-year progress report to the Public Policy Research Institute at Texas A & M University.

State of Texas

Office of the Governor

Criminal Justice Division

Rick Perry

Governor

Memorandum

To:	CJD Grant Recipients
From:	Aimee Snoddy, Deputy Director
Contact:	(512) 463-1919
Re:	Grantee Responsibilities
Date Awarded:	September 27, 2012

Congratulations on your grant award from Governor Rick Perry's Criminal Justice Division (CJD). It is important to make you aware of a few things to consider as you implement strategies to successfully manage your program. For more information and resources, refer to the Grant Resources section of eGrants available online at https//:cjdonline.governor.state.tx.us:

Financial Reporting – Financial Status Reports must be submitted to CJD via eGrants. Financial Status Reports may be submitted monthly but must be submitted at least quarterly. Financial Status Reports are due after each calendar quarter, regardless of when the grant was awarded. Due dates are:

April 22 (January-March quarter)
July 22 (April-June quarter)
October 22 (July-September quarter)
January 22 (October-December quarter)

The final Financial Status Report must be submitted to CJD on or before the grant liquidation date or funds will lapse and CJD will provide them as grants to others who need the funding.

Payment Authorization – Payments will be generated based on expenditures reported in the Financial Status Reports. Upon CJD approval of the Financial Status Report, a payment will be issued through direct deposit or electronic transfer.

Generated Program Income – Any income generated as a direct result of the grant activities must be reported to CJD through the Financial Status Report and grant adjustment processes. Program income must be expended prior to seeking payments from CJD. Program income must be accounted and used for the purposes of the grant activites as awarded.

Grant Funded Personnel – Staff whose salaries are supported by this award must be made aware that continued funding is contingent upon the availability of appropriated funds as well as the outcome of the annual application review conducted by CJD.

Project Changes – Grantees may submit a request for grant adjustment via eGrants for any proposed budgetary or programmatic changes, including updating contact information for grant officials.

Equipment – Equipment purchased with grant funds must be used for the purpose of the grant and as approved by CJD. An inventory report should be kept on file containing all equipment purchased with any grant funds during the grant period. This report must agree with the approved grant budget and the final Financial Status Report.

Fidelity Bond – Each nonprofit corporation receiving funds from CJD will obtain and have on file a blanket fidelity bond that indemnifies CJD against the loss and/or theft of the entire amount of grant funds, including matching funds. The fidelity bond should cover at least the CJD grant period.

Required Notifications – Grantees must immediately notify CJD in writing of any misappropriation of funds, fraud, theft, embezzlement, forgery, or any other serious irregularities indicating noncompliance with grant requirements. Grantees must notify the local prosecutor's office of any possible criminal violations. Grantees must immediately notify CJD in writing if a project or project personnel become involved in any litigation, whether civil or criminal, and the grantee must immediately forward a copy of any demand notices, subpoenas, lawsuits, or indictments to CJD. If a federal or state court or administrative agency renders a judgment or order finding discrimination by a grantee based on race, color, national origin, sex, age, or handicap, the grantee agrees to immediately forward a copy of the judgment or order to CJD.

Project Effectiveness – Grantees should regularly evaluate the effectiveness of their projects. This includes a reassessment of project activities and services to determine whether they continue to be effective. Grantees must show that their activities and services effectively address and achieve the project's stated purpose.

Programmatic Reporting – Grantees must submit required reports regarding grant information, performance, and progress towards goals and objectives in accordance with the instructions provided by CJD, or its designee. To remain eligible for funding, the grantee must be able to show the scope of services provided and the impact and quality of those services.

Monitoring – Grantees must readily make available to CJD or its agents all requested records. CJD may make unannounced monitoring visits at any time. The grantee must make every effort to resolve all issues, findings, or actions identified by CJD within the time frame specified by CJD.

Audit Requirements – Grantees expending over $500,000 in state or federal grant funds during the fiscal year are subject to the Single Audit requirements set forth in OMB Circular No. A 133 at http://www.whitehouse.gov/omb/circulars/index.html and the State Single Audit Circular issued under the Uniform Grant Management Standards (UGMS) at http://www.governor.state.tx.us/grants/what/. Grantees must electronicall submit to CJD copies of the results of any single audit conducted in accordance with OMB Circular No. A-133 at http://www.whitehouse.gov/omb/circulars/index.html or in accordance with the State Single Audit Circular issued under UGMS, within 30 calendar days after the grantee receives the audit results or nine months after the end of the audit period, whichever is earlier.

Supplanting – Awarded funds must be used to supplement existing funds for program activities and not replace (supplant) funds that have been appropriated for the same purpose. Grant monitors and auditors will look for potential supplanting during reviews. Violations may result in a range of penalties, including suspension of future funds, suspension or debarment from receiving federal or state grants, recoupment of monies provided under the grant, and civil or criminal penalties. Refer to the Guide to Grants at https://cjdonline.governor.state.tx.us/updates.aspx for additional information on supplanting.

Conflict of Interest – Grantees should have in place established safeguards to prohibit employees from using their positions for a purpose that is, or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

Contracting and Procurement – Grantees must follow their established policy and best practices for procuring goods or services with grant funds. Contracts must be routinely monitored for delivery of services or goods. When a contractual or equipment procurement is anticipated to be in excess of $100,000, grantees must submit a Procurement Questionnaire https://cjdonline.governor.state.tx.us/updates.aspx to CJD for approval prior to procurement.

Travel – Grantees must follow their established policies and good fiscal stewardship related to travel expenses. If the grantee does not have established policies regarding in-state and out-of-state travel, grantee must use the travel guidelines established for state employees.

Uniform Crime Reporting – Local units of governments receiving funds from CJD must comply with all requirements for uniform crime reporting and will ensure that prompt reporting will remain current throughout the grant period.

Limited English Proficiency – Grantees must take reasonable steps to ensure that persons with limited English proficiency have meaningful access to services. Meaningful access may entail providing language assistance services, including oral and written translation when necessary. Additional information on this requirement can be found at http://www.lep.gov.

Law Enforcement Programs – Law enforcement programs receiving funds from CJD must be in compliance with all rules developed by the Texas Commission on Law Enforcement Officer Standards and Education.

28 C.F.R. Part 23 Training - Any grant funded individual responsible for entering information into or retrieving information from an intelligence database must complete continuing education training on operating principles described by 28 C.F.R. Part 23 at least once for each continuous two-year period the person has primary responsibility for entering data into or retrieving data from an intelligence database.

Programs Approved to Pay Overtime for Personnel - Overtime is allowable to the extent that it is included in the CJD approved budget. Overtime reimbursements paid by CJD will be based on the following seven eligibility requirements:

(1) Federal regulations governing these funds prohibit use of grant funds to pay an individual for the same hours in which the individual is being paid by a unit of government. For example, if an officer's regular work hours are 7 a.m. to 4 p.m. and he takes a day of paid annual leave, he is not eligible to be reimbursed with grant funds for any hours he voluntarily works between 7 a.m. and 4 p.m. He may be eligible for any hours worked that day outside of 7 a.m. to 4 p.m. provided the hours worked comply with the grantee agency's requirements for hours worked prior to eligibility for overtime pay. The regulation regarding hours of eligibility for overtime does not apply to an officer who volunteers to work on his regularly scheduled days off provided he complies with the grantee agency's requirements for hours worked prior to eligibility for overtime pay.

(2) Hours worked is defined as physical hours on the job and does not include paid annual leave, compensatory leave, sick leave, holiday leave or other paid leave.

(3) On-call hours should not be included in physical hours worked or as eligible hours for overtime.

(4) Personnel receiving grant funds for overtime must maintain time and activity reports for all time physically worked. The activity description should include detailed information about the actual activities performed.
(5) Time should be recorded to the nearest quarter hour.
(6) Grantee records must include a clear calculation in how the overtime was computed.
(7) Overtime payments issued outside this policy are the responsibility of the grantee agency.

Cancellation for Awards - Grantees must take reasonable steps to commence project activities upon receiving notice of a grant award:

Commencement Within 60 Days. If a project is not operational within 60 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must report by letter to CJD the steps taken to initiate the project, the reasons for delay, and the expected revised start date.

Commencement Within 90 Days. If a project is not operational within 90 days of the original start date of the award period or grant award date as noted on this memorandum, whichever is later, the grantee must submit a second statement to CJD explaining the implementation delay. Upon receipt of the 90-day letter, CJD may cancel the project and redistribute the funds to other project areas. CJD may also, where extenuating circumstances warrant, extend the implementation date of the project past the 90-day period.

Public Information Requests - Grantees must immediately notify and provide a copy to CJD of any Public Information Request received by the agency related to this grant award.

Prohibited Acts of Agencies and Individuals - Grant funds may not be used in connection with the following acts by agencies or individuals employed by grant funds:

- Grant funds may not be used to finance or otherwise support the candidacy of a person for an elected local, state, or federal office. This prohibition extends to the direct or indirect employment of a person to perform an action described by this subsection. In addition, grant-funded or grant-leased motor vehicles may not be used for the purpose described above.
- Grant officials or grant funded employees may not use official authority or influence or permit the use of a program administered by the grantee agency of which the person is an officer or employee to interfere with or affect the result of an election or nomination of a candidate or to achieve any other political purpose.
- Grant funded employees may not coerce, attempt to coerce, command, restrict, attempt to restrict, or prevent the payment, loan, or contribution of anything of value to a person or political organization for a political purpose.
- Grantees must comply with the federal Hatch Act (5 U.S.C. §§ 1501- 1508) which restricts the political activity of some state and local employees who work in connection with federally funded programs. Covered state and local employees may not: 1) be candidates for public office in a partisan election; 2) use official authority or influence to interfere with or affect the results of an election or nomination; or, 3) directly or indirectly coerce contributions from subordinates in support of a political party or candidate.

Employment of a Lobbyist - Grant funds may not be used to employ, as a regular full-time or part-time or contract employee, a person who is required by Chapter 305 of the Government Code to register as a lobbyist. Furthermore, grant funds may not be used to pay, on behalf of the agency or an officer or employee of the agency, membership dues to an organization that pays part or all of the salary of a person who is required by Chapter 305 of the Government Code to register as a lobbyist.

Legislative Lobbying - Grant funds may not be used to attempt to influence the passage or defeat of a legislative measure.

Use of Alcoholic Beverages - Grant funds may not be used to compensate an officer or employee who uses alcoholic beverages on active duty. In addition, grant funds may not be used to purchase an alcoholic beverage or to pay or reimburse a travel expense that was incurred for an alcoholic beverage.

OneStar Foundation Registration and Organization Profile for Nonprofit Corporations - Each nonprofit corporation receiving funds from CJD must register and connect their organization with the OneStar Foundation at http://www.onestarfoundation.org/page/registration/.

Each nonprofit corporation is also encouraged to create an organizational profile with the OneStar Foundation at http://www.onestarfoundation.org/page/org-profile. By completing the Organizational Profile, your organization will be eligible to receive notification of opportunities, such as:

- Organizational excellence scholarships to build the capacity of your organization, including organizational assessments, trainings, consulting, conferences and other professional development activities;
- Funding announcements and events related to national service and volunteerism; and
- Chances to participate in important research on the needs and trends of the social sector and its stakeholders.

Print This Page

Agency Name: Hidalgo County
Grant/App: 2413903 **Start Date:** 9/1/2012 **End Date:** 8/31/2013

Project Title: Hidalgo County DWI Court
Status: Pending AO Acceptance of Award

Budget Details Information

Budget Information by Budget Line Item:

CATEGORY	SUB CATEGORY	DESCRIPTION	CJD	CASH MATCH	IN-KIND MATCH	GPI	TOTAL	UNIT/%
Personnel	Counselor and/or Therapist (licensed)	Substance Abuse counselor to provide direct services to participants to help address individual substance abuse problems.	$53,000.00	$0.00	$0.00	$0.00	$53,000.00	100
Personnel	Court Coordinator	Court coordinator (1)- manages the docket and schedule	$6,142.00	$0.00	$0.00	$0.00	$6,142.00	7
Personnel	Court Coordinator	Court coordinator (2): assists in managing the docket; will pull cases and schedule docket	$6,142.00	$0.00	$0.00	$0.00	$6,142.00	7
Personnel	Probation Officer	Probation Officer (1) will supervise and monitor the offenders on the program; will provide case management for the offenders on the program.	$32,617.60	$0.00	$0.00	$0.00	$32,617.60	56
Personnel	Probation Officer	Probation officer (2): will carry a caseload to monitor and supervise DWI Court offenders	$32,617.60	$0.00	$0.00	$0.00	$32,617.60	56
Personnel	Prosecutor	Prosecutor representative from DA office	$12,300.00	$0.00	$0.00	$0.00	$12,300.00	15

You are logged in as **User Name**: rudyperez

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-080-002-0-
CRIM DA

AI - 34833

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY V	20	9	$102,549.00	$102,549.00	$102,549.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$108,449.00
0003	113	ASSISTANT DISTRICT ATTORNEY V	20	8	$99,745.00	$99,745.00	$99,745.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$105,645.00
0004	113	ASSISTANT DISTRICT ATTORNEY V	20	5	$91,333.00	$91,333.00	$91,333.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$97,233.00
0005	113	ASSISTANT DISTRICT ATTORNEY V	20	5	$91,333.00	$91,333.00	$91,333.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$97,233.00
0006	113	ASSISTANT DISTRICT ATTORNEY V	20	2	$82,921.00	$82,921.00	$82,921.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$88,821.00
0007	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0008	113	ASSISTANT DISTRICT ATTORNEY V	20	3	$85,725.00	$85,725.00	$86,460.00	$3,600.00	$0.00	$0.00	$900.00	$0.00	$90,960.00
0009	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$49,344.00	$49,344.00	$0.00	$0.00	$0.00	$900.00	$0.00	$50,244.00
0010	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$58,888.00	$58,888.00	$0.00	$0.00	$0.00	$900.00	$0.00	$59,788.00
0011	113	ASSISTANT DISTRICT ATTORNEY IV	18	5	$78,303.00	$78,303.00	$78,303.00	$5,000.00	$0.00	$0.00	$900.00	$0.00	$84,203.00
0012	113	ASSISTANT DISTRICT ATTORNEY IV	18	3	$73,495.00	$73,495.00	$73,495.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$76,795.00
0013	113	ASSISTANT DISTRICT ATTORNEY IV	18	4	$75,899.00	$75,899.00	$76,200.00	$3,360.00	$0.00	$0.00	$900.00	$0.00	$80,460.00
0014	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$71,900.00	$4,560.00	$0.00	$0.00	$900.00	$0.00	$77,360.00
0015	113	ASSISTANT DISTRICT ATTORNEY IV	18	3	$73,495.00	$73,495.00	$73,980.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$77,760.00
0016	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$72,180.00	$2,880.00	$0.00	$0.00	$900.00	$0.00	$75,960.00
0017	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0018	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$71,091.00	$71,091.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$74,391.00
0019	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$66,634.00	$66,634.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$70,174.00
0020	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$56,962.00	$56,962.00	$0.00	$0.00	$0.00	$900.00	$0.00	$57,862.00
0021	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$56,898.00	$56,898.00	$0.00	$0.00	$0.00	$900.00	$0.00	$57,798.00
0022	113	ASSISTANT DISTRICT ATTORNEY III	16	5	$67,132.00	$63,071.00	$63,071.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$66,611.00
0023	113	ASSISTANT DISTRICT ATTORNEY IV	18	2	$71,091.00	$67,536.00	$67,536.00	$1,920.00	$0.00	$0.00	$900.00	$0.00	$70,356.00
0024	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$49,159.00	$49,159.00	$0.00	$0.00	$0.00	$900.00	$0.00	$50,059.00
										$9,910.00 (decrease in supplemental pay)			
0026	**113**	**ASSISTANT DISTRICT ATTORNEY III**	**16**	**4**	**$65,071.00**	**$61,043.00**	**$61,043.00**	**$1,920.00**	**$0.00**	~~**$10,035.00**~~	**$900.00**	**$0.00**	**$73,773.00**
0027	113	ASSISTANT DISTRICT ATTORNEY III	16	4	$65,071.00	$61,011.00	$61,011.00	$2,640.00	$0.00	$0.00	$900.00	$0.00	$64,551.00
0028	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$59,488.00	$59,488.00	$2,400.00	$0.00	$0.00	$900.00	$0.00	$62,788.00
0029	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$50,620.00	$50,620.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,520.00
0030	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$55,788.00	$55,788.00	$0.00	$0.00	$0.00	$900.00	$0.00	$56,688.00
0031	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$59,015.00	$59,140.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$61,720.00
0032	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$56,896.00	$56,896.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$59,476.00
0033	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0034	113	CRIMINAL INVESTIGATOR III	16	1	$58,888.00	$54,890.00	$54,891.00	$420.00	$0.00	$0.00	$0.00	$0.00	$55,311.00
0035	113	HUMAN RESOURCES COORDINATOR IV	15	4	$60,250.00	$58,220.00	$58,220.00	$1,680.00	$0.00	$0.00	$0.00	$0.00	$59,900.00
0036	113	ASSISTANT DISTRICT ATTORNEY III	16	3	$63,010.00	$58,020.00	$58,100.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$60,680.00
0038	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$55,884.00	$55,884.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$58,464.00
0039	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$50,487.00	$50,487.00	$4,800.00	$0.00	$0.00	$900.00	$0.00	$56,187.00
0040	113	ASSISTANT DISTRICT ATTORNEY II	14	6	$59,322.00	$54,303.00	$54,303.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$56,643.00
0041	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$47,675.00	$47,675.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,575.00
0042	113	CRIMINAL INVESTIGATOR II	14	4	$55,788.00	$51,743.00	$51,743.00	$900.00	$0.00	$0.00	$3,600.00	$0.00	$56,243.00
0043	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$47,913.00	$47,913.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,813.00
0044	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$46,119.00	$46,119.00	$0.00	$0.00	$0.00	$900.00	$0.00	$47,019.00
0045	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,948.00	$48,948.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,848.00
0046	113	ASSISTANT DISTRICT ATTORNEY II	14	6	$59,322.00	$54,303.00	$54,303.00	$1,440.00	$0.00	$0.00	$900.00	$0.00	$56,643.00
0047	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,816.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0048	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,876.00	$48,876.00	$0.00	$0.00	$0.00	$900.00	$0.00	$49,776.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-080-002-0-
CRIM DA

AI - 34833

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0049	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$48,952.00	$48,952.00	$0.00	$0.00	$4,122.00	$900.00	$0.00	$53,974.00
0050	111	CRIMINAL DISTRICT ATTORNEY				$48,654.00	$48,654.00	$0.00	$0.00	$0.00	$8,000.00	$0.00	$56,654.00
0051	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$47,352.00	$47,352.00	$0.00	$0.00	$0.00	$900.00	$0.00	$48,252.00
0052	113	ACCOUNTANT IV	14	2	$52,254.00	$47,227.00	$47,227.00	$1,200.00	$0.00	$0.00	$0.00	$0.00	$48,427.00
0053	113	CRIMINAL INVESTIGATOR I	12	5	$49,344.00	$44,908.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0055	113	EXECUTIVE ASSISTANT II	13	2	$48,383.00	$43,322.00	$43,322.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$44,582.00
0056	113	EXECUTIVE ASSISTANT I	11	5	$45,690.00	$40,742.00	$41,168.00	$1,980.00	$0.00	$0.00	$0.00	$0.00	$43,148.00
0057	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$36,495.00	$36,582.00	$1,320.00	$0.00	$0.00	$0.00	$0.00	$37,902.00
0058	113	EXECUTIVE ASSISTANT I	11	2	$41,481.00	$36,495.00	$36,582.00	$1,140.00	$0.00	$0.00	$0.00	$0.00	$37,722.00
0059	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,465.00	$33,852.00	$600.00	$0.00	$0.00	$0.00	$0.00	$34,452.00
0060	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,465.00	$33,852.00	$1,080.00	$0.00	$0.00	$0.00	$0.00	$34,932.00
0061	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,365.00	$33,365.00	$600.00	$0.00	$0.00	$0.00	$0.00	$33,965.00
0062	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$1,020.00	$0.00	$0.00	$0.00	$0.00	$34,343.00
0063	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$1,260.00	$0.00	$0.00	$0.00	$0.00	$34,583.00
0064	113	ADMINISTRATIVE ASSISTANT IV	10	2	$38,408.00	$33,323.00	$33,323.00	$900.00	$0.00	$0.00	$0.00	$0.00	$34,223.00
0065	113	ADMINISTRATIVE ASSISTANT IV	10	1	$37,109.00	$32,255.00	$32,255.00	$720.00	$0.00	$0.00	$0.00	$0.00	$32,975.00
0066	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$27,276.00	$27,276.00	$0.00	$0.00	$0.00	$0.00	$0.00	$27,276.00
0067	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$31,280.00	$31,328.00	$360.00	$0.00	$0.00	$0.00	$0.00	$31,688.00
0068	113	ADMINISTRATIVE ASSISTANT III	8	5	$36,271.00	$31,179.00	$31,179.00	$960.00	$0.00	$0.00	$0.00	$0.00	$32,139.00
0069	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0070	113	ADMINISTRATIVE ASSISTANT II	6	6	$32,051.00	$27,045.00	$27,045.00	$540.00	$0.00	$0.00	$0.00	$0.00	$27,585.00
0071	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0072	113	ADMINISTRATIVE ASSISTANT II	6	5	$31,096.00	$26,080.00	$26,080.00	$540.00	$0.00	$0.00	$0.00	$0.00	$26,620.00
0073	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0074	113	ADMINISTRATIVE ASSISTANT II	6	4	$30,141.00	$25,116.00	$25,116.00	$0.00	$0.00	$0.00	$0.00	$0.00	$25,116.00
0075	113	ADMINISTRATIVE ASSISTANT II	6	1	$27,276.00	$24,278.00	$24,300.00	$420.00	$0.00	$0.00	$0.00	$0.00	$24,720.00
0076	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,192.00	$24,220.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,580.00
0077	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,514.00
0078	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,514.00
0079	113	ADMINISTRATIVE ASSISTANT II	6	3	$29,186.00	$24,154.00	$24,154.00	$360.00	$0.00	$0.00	$0.00	$0.00	$24,514.00
0080	113	ADMINISTRATIVE ASSISTANT II	6	2	$28,231.00	$23,279.00	$23,500.00	$360.00	$0.00	$0.00	$0.00	$0.00	$23,860.00
0081	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$19,054.00	$19,054.00	$0.00	$0.00	$0.00	$0.00	$0.00	$19,054.00
0082	113	CLERK II	3	1	$21,653.00	$21,653.00	$21,653.00	$0.00	$0.00	$0.00	$0.00	$0.00	$21,653.00
0083	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0084	113	CLERK II	3	0	$20,570.00	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,570.00
0085	113	ADMINISTRATIVE ASSISTANT I	4	1	$23,385.00	$23,385.00	$23,385.00	$0.00	$0.00	$0.00	$0.00	$0.00	$23,385.00
0086	113	CLERK II	3	0	$20,570.00	$20,570.00	$20,570.00	$0.00	$0.00	$0.00	$0.00	$0.00	$20,570.00
0087	113	CRIMINAL INVESTIGATOR I	12	1	$43,284.00	$43,284.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
0088	113	CLERK II	3	1	$21,653.00	$21,653.00	$22,000.00	$0.00	$0.00	$0.00	$0.00	$0.00	$22,000.00
0089	113	ASSISTANT DISTRICT ATTORNEY IV	18	1	$68,687.00	$68,687.00	$68,687.00	$0.00	$0.00	$0.00	$900.00	$0.00	$69,587.00
0090	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$58,888.00	$58,888.00	$927.54	$0.00	$0.00	$900.00	$0.00	$60,715.54
0091	113	ASSISTANT DISTRICT ATTORNEY IV	18	1	$68,687.00	$68,687.00	$68,687.00	$3,840.00	$0.00	$0.00	$900.00	$0.00	$73,427.00
0092	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
0093	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$900.00	$0.00	$51,387.00
A094	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$900.00	$0.00	$900.00
0095	113	ASSISTANT DISTRICT ATTORNEY II	14	1	$50,487.00	$45,977.00	$45,977.00	$0.00	$0.00	$0.00	$900.00	$0.00	$46,877.00

HIDALGO COUNTY
COMMISSIONER COURT
2012 SALARY SCHEDULE

2-1100-412-00-080-002-0-
CRIM DA

AI - 34833

Slot #	Obj Code	POSITION TITLE	GRADE	STEP	2012 GRADE & STEP SALARY	2012 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					2012 ACTUAL TOTAL COMPENSATION
								Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0096	113	ADMINISTRATIVE ASSISTANT II	6	2	$28,231.00	$28,231.00	$28,231.00	$0.00	$0.00	$0.00	$0.00	$0.00	$28,231.00
0097	113	ASSISTANT DISTRICT ATTORNEY III	16	1	$58,888.00	$58,888.00	$58,888.00	$1,200.00	$0.00	$0.00	$900.00	$0.00	$60,988.00
0098	113	ASSISTANT DISTRICT ATTORNEY III	16	2	$60,949.00	$49,629.00	$49,629.00	$3,840.00	$0.00	$0.00	$900.00	$0.00	$54,369.00
0099	113	CRIMINAL INVESTIGATOR II	14	2	$52,254.00	$52,254.00	$52,254.00	$360.00	$0.00	$0.00	$0.00	$0.00	$52,614.00
0100	113	CRIMINAL INVESTIGATOR II	14	1	$50,487.00	$50,487.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00
				TOTAL	$4,857,288.00	$4,599,882.00	$4,418,052.00	$111,507.54	$0.00	$14,032.00	$58,400.00	$0.00	$4,601,991.54

APPROVAL TO DECREASE SUPPMENTAL PAY FOR POSITION #0026.
PERSONNEL ACTION HIGHLIGHTED ABOVE PENDING CC APPROVAL.

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, November 06, 2012 **Agenda Item:** 35105

Summary of request/proposal:
Approval to authorized supplemental pay for the following positions under the District Attorney and 139th District Court, as stated below:

DISTRICT ATTORNEY

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
1100	ASSISTANT DISTRICT ATTORNEY III	0026	117	0.00	9,910.00	9,910.00
				0.00	9,910.00	9,910.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-412-00-080-002-0-	117	DISTRICT ATTORNEY -	SUPPLEMENTAL PAY	$9,910.00
2-1100-412-00-080-002-0-	211	DISTRICT ATTORNEY -	HEALTH INSURANCE	$550.34
2-1100-412-00-080-002-0-	212	DISTRICT ATTORNEY -	LIFE INSURANCE	$3.57
2-1100-412-00-080-002-0-	220	DISTRICT ATTORNEY -	FICA	$758.12
2-1100-412-00-080-002-0-	230	DISTRICT ATTORNEY -	RETIREMENT	$1,022.71
2-1100-412-00-080-002-0-	250	DISTRICT ATTORNEY -	UNEMPLOYMENT COMP	$52.29
2-1100-412-00-080-002-0-	260	DISTRICT ATTORNEY -	WORKER'S COMP	$2.97
			2012-2013 Budgetary Impact	$12,300.00

Possible Funding Sources: **Reimbursed from ADULT PROBATION - DWI Court grant funds (Acct. #2-1297-423-00-320-032-3-XXX)**

139TH DISTRICT COURT

Fund	Position	Slot#	Obj	Salary	Adjustment Requested	Total Requested
1100	COURT COORDINATOR	0002	117	0.00	4,895.00	4,895.00
1100	ASSISTANT COURT COORD.	0004	117	0.00	4,895.00	4,895.00
				0.00	9,790.00	9,790.00

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
2-1100-412-00-003-001-0-	117	139TH DC -	SUPPLEMENTAL PAY	$9,790.00
2-1100-412-00-003-001-0-	211	139TH DC -	HEALTH INSURANCE	$672.44
2-1100-412-00-003-001-0-	212	139TH DC -	LIFE INSURANCE	$4.30
2-1100-412-00-003-001-0-	220	139TH DC -	FICA	$748.94
2-1100-412-00-003-001-0-	230	139TH DC -	RETIREMENT	$1,010.33
2-1100-412-00-003-001-0-	250	139TH DC -	UNEMPLOYMENT COMP	$53.10
2-1100-412-00-003-001-0-	260	139TH DC -	WORKER'S COMP	$4.90
			2012-2013 Budgetary Impact	$12,284.00

Possible Funding Sources: **Reimbursed from ADULT PROBATION - DWI Court grant funds (Acct. #2-1297-423-00-320-032-3-XXX)**

Comments:

DATE: October 26, 2012
DEPARTMENT HEAD: Arnold K. Patrick, Executive Director
DEPARTMENT NAME: Adult Probation
PROGRAM: HIDALGO COUNTY DWI COURT
ACCOUNT NUMBER: 2-1297-423-00-320-032-3-XXX

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

Honorable Bobby Flores, Community Supervision & Corrections Department Overseer

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

INCREASE OBJECT NUMBER(S)					ACCOUNT (OBJECT) NAME		AMOUNT
2-1297-423-00-320-	032-	3-	113		DWI Court-	Full-Time Employees	91,909.84
2-1297-423-00-320-	032-	3-	117		DWI Court-	Supplemental Pay	19,700.00
2-1297-423-00-320-	032-	3-	211		DWI Court-	Health Insurance	11,147.77
2-1297-423-00-320-	032-	3-	212		DWI Court-	Life Insurance	54.93
2-1297-423-00-320-	032-	3-	220		DWI Court-	FICA	8,325.89
2-1297-423-00-320-	032-	3-	230		DWI Court-	Retirement	11,121.83
2-1297-423-00-320-	032-	3-	250		DWI Court-	Unemployment Compensation	551.07
2-1297-423-00-320-	032-	3-	260		DWI Court-	Worker's Compensation	7.87
					TOTAL APPROPRIATION		**142,819.20**
2-1297-334-10-320-	032-	3-	000		DWI-Revenues		142,819.20
					TOTAL REVENUES		**142,819.20**

REASON:

TO SETUP THE FY2013 DWI GRANT.

Arnold K. Patrick, Executive Director — Date
Hidalgo County CSCD

Honorable Bobby Flores — Date — Ray Eufracio, CPA — Date
Department Overseer

AI-35017 **Head Start 15. A.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Teresa Flores **Submitted By:** Linda Galaviz, HEAD START

Department: HEAD START

Information

CAPTION

Discussion, Approval and Appointment of One (1) Community Representative by Each Member of the Commissioners' Court, to Serve on the Hidalgo County Head Start Program Policy Council, for a One Year Term According to 45CFR Chapter XIII, 1304.50(b)(1)-(b)(7) Beginning October 2012

BACKGROUND

Attachments

Community Representatives

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2012 09:38 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Linda Galaviz Started On: 10/30/2012 10:04 AM

Final Approval Date: 11/02/2012

Hidalgo County Head Start Program

P.O. Box 0117 Edinburg, Texas 78540-0117 (956) 383-0706

TO: Commissioners' Court Members

FROM: Teresa Flores, Executive Director

SUBJECT: Community Representatives Appointments

DATE: September 17, 2012

In accordance with Head Start Performance Standards and the Hidalgo County Head Start Program By-Laws, the Hidalgo County Commissioners' Court must nominate a Community Representative from each Precinct to serve on the Hidalgo County Head Start Program Policy Council annually for limited terms of **"no more than three (3) years" (By-Laws, Article 5, Section 6).**

The current members of the Policy Council serving as Community Representatives nominated by the Grantee are as follows:

Grantee Board Members	Community Representatives	Years of Services
Judge Ramon Garcia	Jesse Vela	1
Joel Quintanilla, Precinct 1	Joe Guzman - Resigned	-
Hector "Tito" Palacios, Precinct 2	Silvestre Rodriguez	1
Joe Flores, Precinct 3	Lupe Gonzalez	2
Joseph Palacios, Precinct 4	Judith Flores-Saldivar	1

Your nomination for the 2012-2013 service year must be placed on Commissioners' Court Agenda for official action and approval. Your attention to this matter is greatly appreciated.

Source: Policy Council By-Laws

Article V, Section 1, B. "Five (5) of the members, who shall be known as the Community Representatives, shall be recommended by the Commissioners' Court (Grantee Board) and subject to approval by the Policy Council elected parents."

Article V, Section 6. "The terms of office for all Policy Council Members shall be one (1) year, Mid-October to Mid-October, or until the new Policy Council Member is formally installed, as per Article V, Section 3, Policy Council Members, Alternates and Community Representatives terms shall be limited to no more than three (3) years. Terms shall be limited to no more than three (3) years in any combination of service, whether Alternate, Parent Representative or Community Representative and terms need not be held in consecutive years."

Performance Standard 1304.50(b)(1) — (b)(7)

(b) Policy group composition and formation.

(1) Each grantee and delegate agency governing body operating an Early Head Start or Head Start program must (except where such authority is ceded to the Policy Council or Policy Committee) propose, within the framework of these regulations, the total size of their respective policy groups (based on the number of centers, classrooms, or other program option units, and the number of children served by their Early Head Start or Head Start program), the procedures for the election of parent members, and the procedure for the selection of community representatives. These proposals must be approved by the Policy Council or Policy Committee.

(2) Policy Councils and Policy Committees must be comprised of two types of representatives: parents of currently enrolled children and community representatives. At least 51 percent of the members of these policy groups must be the parents of currently enrolled children (see 45 CFR 1306.3(h) for a definition of a Head Start parent).

(continued, next page...)

Rationale: Established procedures for electing parent members and selecting community representatives ensure consistency and fairness in the selection of policy group members. It is essential that families receiving services play an active role in making decisions about such services, and that the Head Start program reflects the community as a whole. *This rationale serves 45 CFR 1304.50(b)(1)-(7).*

Guidance: The following are suggestions for the governing body and policy group review of procedures for parent elections:

- Inform all parents of their vital role in program governance;
- Ensure that there is a fair method of nomination, either by parents nominating themselves or by other parents nominating them; nominations should be placed only with the consent of the nominee;
- Provide proportionate representation to parents in all program options and settings. If agencies operate programs serving different geographical regions or ethnic groups, to adopt policies to ensure that all groups being served will have an equal opportunity to serve on policy groups; and
- Consider using Parent Committees to facilitate the process of nominating and electing parents to the Policy Council or Policy Committee.

Parents are involved in every step of the process for selecting community representatives. Parents may be involved, for example, in discussions of the issues of interest and the types of community representatives needed in the coming year, as well as in developing methods for soliciting and screening potential candidates.

When nominating parent members or selecting community representatives to policy groups, consider:

- The willingness and ability of the potential members to contribute time and effort to the program and to serve as mentors and role models, as well as resource persons;
- The diversity of the group of individuals nominated, with consideration being given to the programs or program options in which the children of nominees are enrolled;
- The agency's goals and the information generated by the Community Assessment; and
- The desirability of having representation from the governing body to the policy group, in order to improve communication between the two groups.

Performance Standard 1304.50(b)(1) — (b)(7) (continued...)

(3) Community representatives must be drawn from the local community: businesses; public or private community, civic, and professional organizations; and others who are familiar with resources and services for low-income children and families, including, for example, the parents of formerly enrolled children.

(4) All parent members of Policy Councils or Policy Committees must stand for election or re-election annually. All community representatives also must be selected annually.

(5) Policy Councils and Policy Committees must limit the number of one-year terms any individual may serve on either body to a combined total of three terms.

(6) No grantee or delegate agency staff (or members of their immediate families) may serve on Policy Councils or Policy Committees except parents who occasionally substitute for regular Early Head Start or Head Start staff. In the case of Tribal grantees, this exclusion applies only to Tribal staff who work in areas directly related to or which directly impact upon any Early Head Start or Head Start administrative, fiscal or programmatic issues.

(coninued, next page...)

Agencies and policy groups establish procedures for monitoring the three-year limit for both parents and community representatives. Agencies also develop volunteer opportunities that allow former policy group members to use their skills and experience to support program activities and operations. If agencies view and present the opportunity of serving on policy groups as a time to learn new skills and to gain self-confidence in a supportive environment, parents will understand the value of leaving a policy group after a few years, and of moving into other leadership roles in school organizations and in the larger community.

Personnel policies and bylaws address potential conflicts of interest between agency employment and membership on a Policy Council or Policy Committee. For example, agencies may consider developing policies that define "occasional substitute" and that determine at what point in the hiring process a candidate for a Head Start position must resign his or her membership from a policy group, that is, upon application or upon hiring.

AI-35030 **Right of Way 16. A.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Requesting authorization for Survey Metes & Bounds,Title Reports,Title Policies, Appraisals, Review Appraisals,and Acquisition of Additional Right-of-way Easements for the following subdivisions under the Colonia Access Program in Pct.1 :

1. Ash Country- one parcel for a drainage easement
2. La Milpa- one parcel for road right of way
3. Tijerina- two parcels: one drainage easement and one road right of way
4. Delta West- one parcel for a drainage easement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-125-028-0-334

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

BUDGETARY IMPACT:

Pct. 1 Project

Attachments

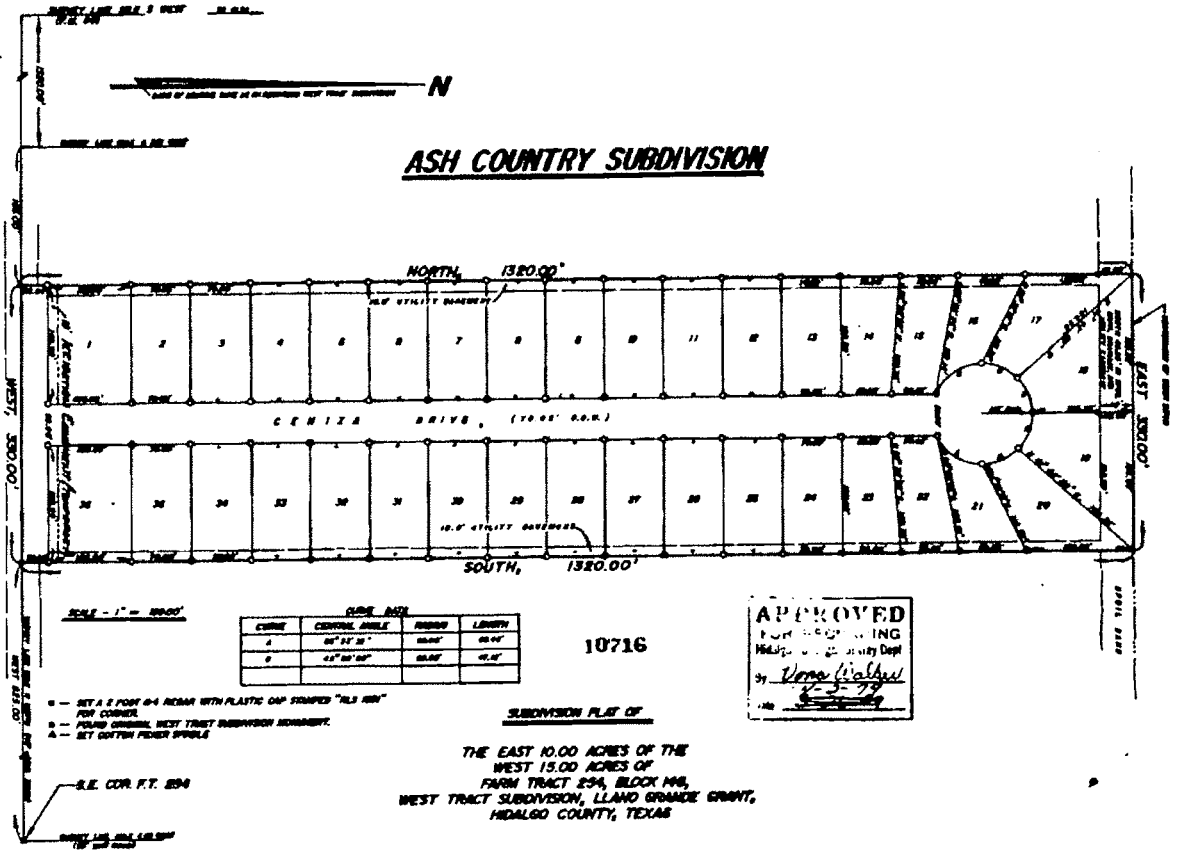
S/D Plats Pct.1

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2012 02:32 PM
Olga Garza	Olga Garza	11/01/2012 12:33 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Rebecca Gomez Started On: 10/31/2012 09:03 AM

Final Approval Date: 11/02/2012



10716

APPROVED FOR RECORDING
Hidalgo County Engineering Dept
By Vera Walsh
4-3-79

SUBDIVISION PLAT OF

THE EAST 10.00 ACRES OF THE
WEST 15.00 ACRES OF
FARM TRACT 234, BLOCK M6,
WEST TRACT SUBDIVISION, LLANO GRANDE GRANT,
HIDALGO COUNTY, TEXAS

I, TOM W. STOVALL, A REGISTERED PUBLIC LAND SURVEYOR, DO HEREBY CERTIFY THE FOREGOING TO BE A TRUE AND CORRECT REPRESENTATION OF THE LAND HEREON DESCRIBED AS PLATTED BY ME FROM SURVEY OF THE OUTSIDE BOUNDARIES OF SAME.

Tom W. Stovall 3-12-79
TOM W. STOVALL 1651
REGISTERED PUBLIC LAND SURVEYOR
WESLACO, TEXAS

STATE OF TEXAS
TOM W. STOVALL
1651
REGISTERED PUBLIC SURVEYOR

STATE OF TEXAS:
COUNTY OF HIDALGO:

KNOW ALL MEN BY THESE PRESENTS:
THAT WE, WILDON R. SCHMIDT AND WIFE, DOROTHY S. SCHMIDT, OWNERS OF THE PROPERTY HEREON DESCRIBED, DO HEREBY ADOPT, DEDICATE AND CONFIRM THE FOREGOING PLAT OF "ASH COUNTRY SUBDIVISION", AND DO HEREBY DEDICATE TO THE PUBLIC THE SURFACE USE OF THE STREETS, ALLEYS AND EASEMENTS THEREON SHOWN.

WILDON R. SCHMIDT, OWNER
DOROTHY S. SCHMIDT, OWNER

STATE OF TEXAS:
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED WILDON R. SCHMIDT, OWNER AND DOROTHY S. SCHMIDT, OWNER, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED. GIVEN UNDER MY HAND AND SEAL OF OFFICE ON THIS THE 13 DAY OF March A.D., 1979.

NOTARY PUBLIC IN AND FOR
HIDALGO COUNTY, TEXAS

NOTARY PUBLIC
COUNTY OF HIDALGO

THIS PLAT APPROVED BY THE COMMISSIONERS COURT OF HIDALGO COUNTY, TEXAS ON THIS THE____DAY OF _____A.D., 197_.

ATTEST:

_____
COUNTY CLERK

FILED FOR RECORD THIS DATE
At 11:00 o'clock A M.
APR 2 1979
Deputy

Recorded in Book 21 Page 4
of the map records of Hidalgo
County, Texas
Charles L. Madden
County Surveyor

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 2nd day of April 1979
SANTOS SALBANA, County Clerk
Hidalgo County, Texas
By Deputy

12634

LA MILPA SUBDIVISION

LA MILPA SUBDIVISION, BEING A RE-SUBDIVISION OF THE SOUTH 806.7 FEET OF THE EAST 108.0 FEET OF THE WEST 378.0 FEET OF THE WEST 17.12 ACRES OF DOT 14, BLOCK 28, CAPISALLO DISTRICT SUBDIVISION, HIDALGO COUNTY, TEXAS

FILED FOR RECORD THIS DATE
At 1:06 o'clock P.M.
MAR 7 1982
SANTOS SALDANA
County Clerk, Hidalgo County, Texas
By _____ Deputy

State of Texas,
County of Hidalgo;

KNOWN ALL MEN BY THESE PRESENTS, THAT WE ANTONIO ELIZONDO AND LUCIA ELIZONDO OWNERS OF THE LAND SHOWN ON THIS PLAT, HEREBY APPROVE ACCEPT AND ADOPT THE ACCOMP ACCOMPANING MAP OF SAID SUBDIVISION.

ANTONIO ELIZONDO

LUCIA ELIZONDO

State of Texas,
County of Hidalgo;

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED ANTONIO ELIZONDO AND LUCIA ELIZONDO KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FORGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2nd DAY OF March 1982

NOTARY PUBLIC IN AND FOR
HIDALGO COUNTY, TEXAS.

LESLIE YBOSKIE SALDANA
Notary Public, Hidalgo County, Texas
My Commission Expires the 5th Day of April 1982

State of Texas,
County of Hidalgo;

I, ELOY VERA, REGISTERED PROFESSIONAL ENGINEER AND REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM INFORMATION SUPPLIED TO ME BY THE OWNERS.

WITNESS MY HAND AND SEAL THIS 2nd DAY OF March, 1982.

ELOY VERA, P.E.
REGISTERED PUBLIC SURVEYOR

SUBSCRIBED AND SWORN TO BEFORE ME THIS 2nd DAY OF March, 1982

NOTARY PUBLIC, HIDALGO CO. TEXAS
LESLIE YBOSKIE SALDANA
Notary Public, Hidalgo County, Texas
My Commission Expires the 5th Day of April 1982

APPROVAL BY WATER DISTRICT:

THIS PLAT APPROVED BY HIDALGO COUNTY WATER IMPROVEMENT DISTRICT NO. _____ ON THIS _____ DAY OF _____ A.D. 19____.

PRESIDENT

SECRETARY

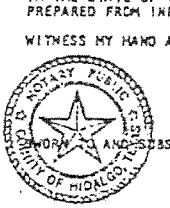
APPROVE IN OPEN COUNTY COMMISSIONERS COURT THIS 16th DAY OF March A.D. 1982

FILED FOR RECORD THIS _____ DAY OF _____ A.D. 19____.

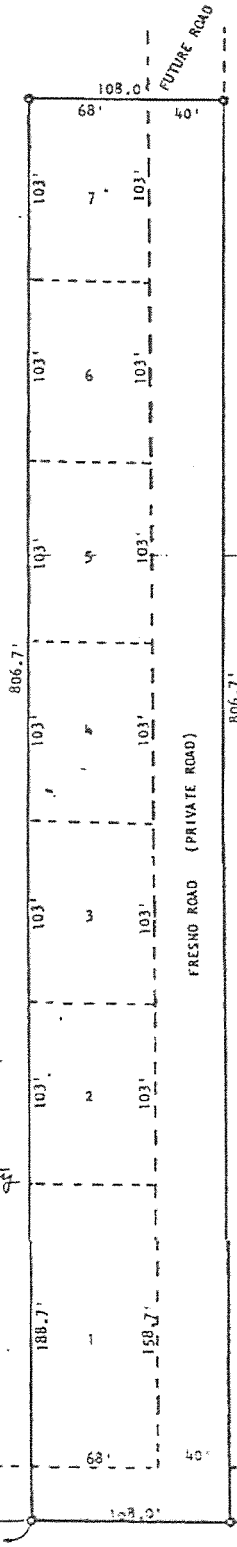
Mary Lou Alsbury, Deputy
COUNTY CLERK
HIDALGO COUNTY, TEXAS

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
This the 16th day of March 1982
SANTOS SALDANA, County Clerk
Hidalgo County, Texas
By Mary Lou Alsbury, Deputy

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By Tom Walker
Date March 16, 1982

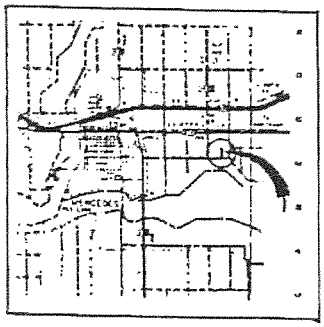






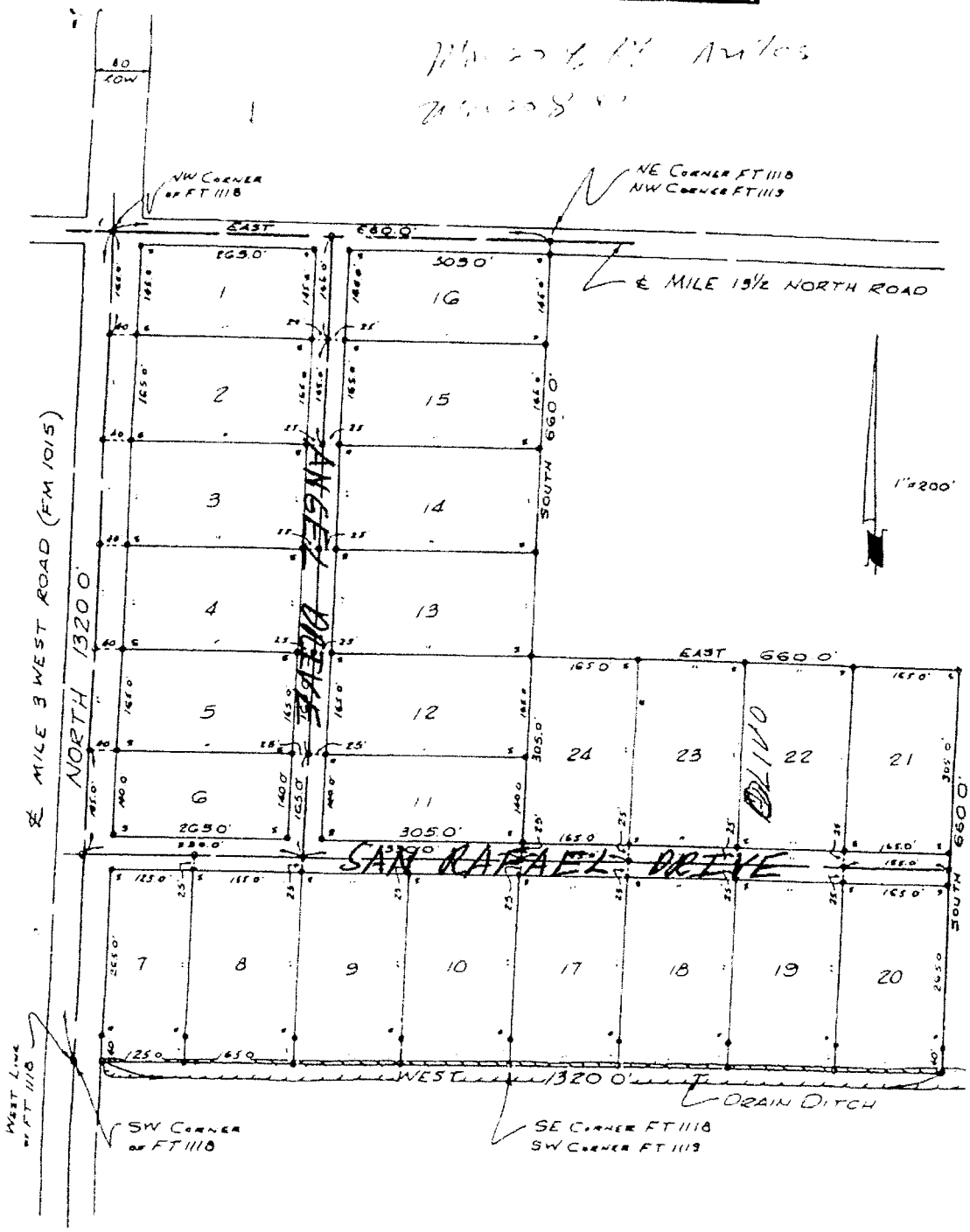
In the 22 Page 89 Records of Hidalgo County, Texas
Meelden and Hunt, Inc.
County Surveyors

SCALE: 1" = 50ft.



LOCATION MAP
SCALE: 1" = 2 miles

1013 SYCAMORE – MC ALLEN, TEXAS
682-9081 — 682-9251



' o - Denotes Iron Pipes Found
o - Denotes Iron Pipes Set

I, the undersigned, do hereby certify that I have, this date, made a careful and accurate survey on the ground of property located on Mile 13½ North Road in Hidalgo County, Texas, described as follows: Tracts 1 thru 24 out of Farm Tracts 1118 and 1119 (See Legal Descriptions)

Adams Tract Subdivision, Llano Grand Grant, Hidalgo County, Texas, according to the plat recorded in Volume 2 Page 35 of the Map Records of Hidalgo County, Texas.

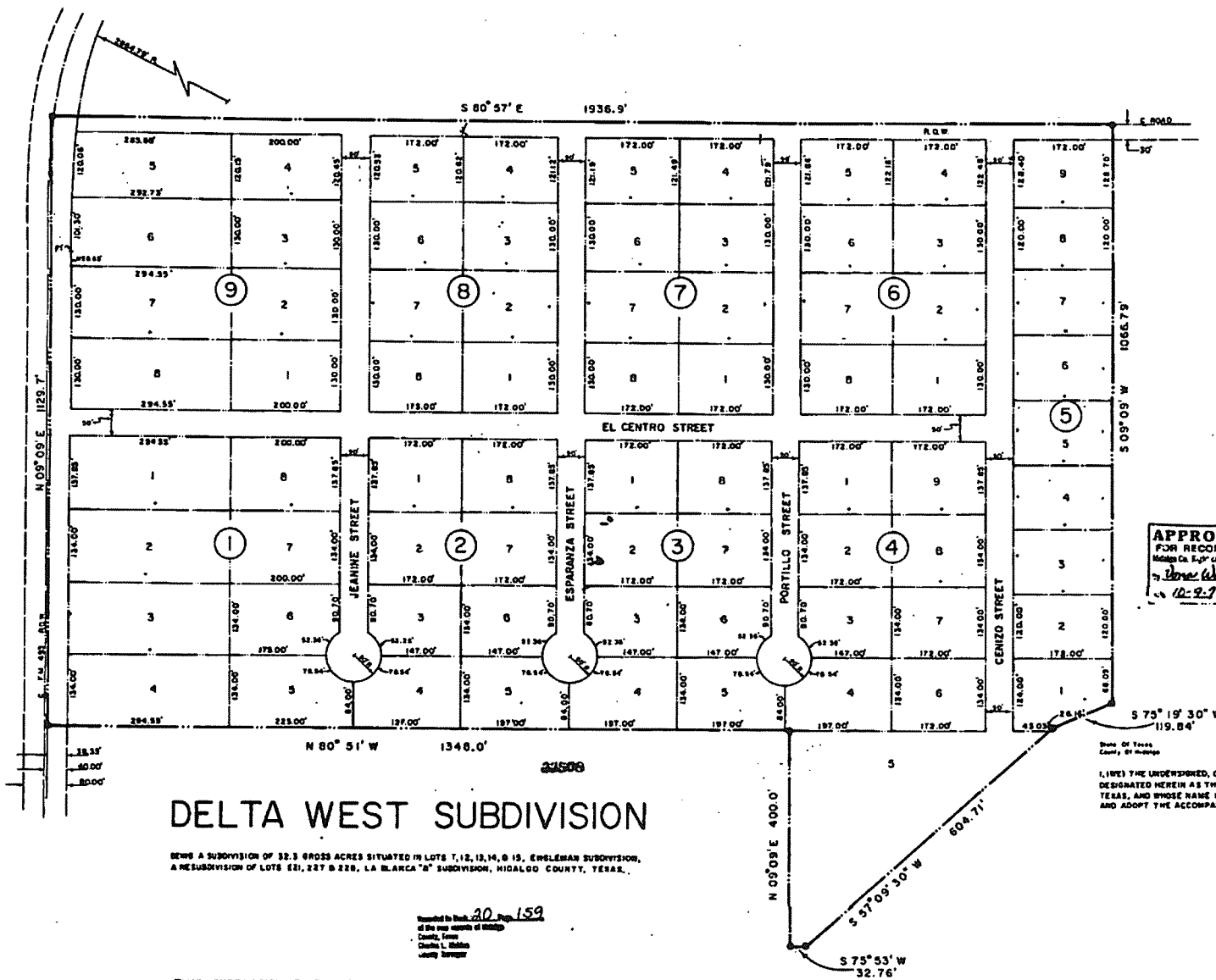
The plat hereon is a true correct and accurate representation of the property as determined by the survey, the line and dimensions of said property being as indicated by the plat. The size, location, and type of buildings and improvements being within the boundaries of the property, and set back from property lines the distances indicated. The distance from the nearest intersecting street or road is as shown on said plat. There are no encroachments, conflicts, or protrusions, except as noted: None

STATE OF TEXAS
EDUARDO G. SALINAS
24164
REGISTERED PROFESSIONAL ENGINEER

8-17-78
Date

Eduardo G. Salinas
Registered Professional Engineer #24164

VOL. 20 PAGE 159



DELTA WEST SUBDIVISION

BEING A SUBDIVISION OF 32.3 GROSS ACRES SITUATED IN LOTS 7, 12, 13, 14, & 15, EMBLEMAN SUBDIVISION, A RESUBDIVISION OF LOTS 221, 227 & 228, LA BLANCA "A" SUBDIVISION, HIDALGO COUNTY, TEXAS.

APPROVED FOR RECORDING
Hidalgo Co. Engr. of Pray Dep.
By Irma Walker
10-9-78

9th Oct 78
Donna

Recorded in Book 20 Page 159 of the map records of Hidalgo County, Texas
Charles L. Wilkins
County Surveyor

THIS SUBDIVISION PLAT APPROVED BY THE DIRECTORS OF DONNA IRRIGATION DISTRICT, HIDALGO COUNTY NO. ONE ON THIS 14th DAY OF SEPTEMBER, 1978.

ATTEST: H. M. Hinde SECRETARY
A. A. Lucas PRESIDENT

I, WILLIAM R. SHEA, A REGISTERED PROFESSIONAL ENGINEER IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT AND WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY UNDER MY SUPERVISION ON THE GROUND.

WITNESS MY HAND AND SEAL THIS 6th DAY OF Sept. 1978.

William R. Shea
REGISTERED PROFESSIONAL ENGINEER

State Of Texas
County Of Hidalgo

I, (WE) THE UNDERSIGNED, OWNER(S) OF THE LAND SHOWN ON THIS PLAT AND DESIGNATED HEREIN AS THE DELTA WEST SUBDIVISION TO HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY APPROVE ACCEPT AND ADOPT THE ACCOMPANYING MAP OF SAID SUBDIVISION.

(OWNERS) Melvin Dahl
MERMEL INC.
MELVIN DAHL — PRESIDENT

George Lockingbell
GEORGE LOCKINGBELL

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MELVIN DAHL AND GEORGE LOCKINGBELL, KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME FOR THE PURPOSES AND CONSIDERATIONS THEREIN STATED.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9th DAY OF October, 1978.

Geraldine G. Reichert
NOTARY PUBLIC
HIDALGO COUNTY, TEXAS
GERALDINE G. REICHERT

9-12-78 78-162

AI-35032 **Right of Way 16. B.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Discussion and authorization for the County Judge to Execute Earnest Money Contract to purchase property on Hoehn Drive for Drainage Project- Pct.4 and request County Auditor to issue two Manual Checks Payable to Valley Land Title Co. in the amount of $1,000.00 for the Earnest Money Deposit and one Payable to Hector Manuel Hinojosa et al in the amount of $100.00 for Option Fee.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-719

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

BUDGETARY IMPACT:

Available funds as of 11/2/12.

Attachments

Hinojosa et al- Hoehn Drive Pct.4

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2012 12:35 PM
Olga Garza	Olga Garza	11/02/2012 01:41 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Rebecca Gomez Started On: 10/31/2012 09:17 AM

Final Approval Date: 11/02/2012

EARNEST MONEY CONTRACT

Sellers:	Hector Manuel Hinojosa, Ramiro Hinojosa, Eduardo Hinojosa 806 S. 25th St. Nampa, ID 83686
Purchaser:	County of Hidalgo, Texas 2818 S. Hwy 281 Edinburg, Texas 78539
Escrow Agent:	Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539
Title Company:	Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539

Seller agrees to sell to Purchaser, who agrees to purchase, the property described in this Contract upon the following terms and conditions.

ARTICLE I
THE PROPERTY

The property is that certain tract of real property, save and except all minerals, located in Hidalgo County, Texas, (the "Property"), and more particularly described on Exhibit "A", attached hereto, together with any rights and appurtenances pertaining to the Property, including any right, title and interest of Seller in and to adjacent streets, alleys and rights-of-way.

ARTICLE II
PURCHASE PRICE

2.1 The total purchase price ("Purchase Price") for the Property shall be the sum of Fifteen Thousand and no/ 100ths dollars ($15,000.00), payable in cash at Closing.

2.2 On execution of this Contract, Purchaser shall deposit with the Escrow Agent the sum of One Thousand and no/100ths dollars ($1,000.00) as Earnest Money to bind this sale. The Earnest Money shall be deposited with the Escrow Agent in an interest bearing account until the date of Closing, at which time it and the interest earned thereon shall be returned to Purchaser provided Purchaser is not default hereunder. In the event of Purchaser's default, the Earnest Money shall be disposed of as hereinafter provided.

2.3 For nominal consideration, the receipt of which is hereby acknowledged by Seller, and Purchaser's agreement to pay Seller the sum of One Hundred and No/100ths Dollars ($100.00) (Option Fee) within 2 days after the date of this Contract, Seller grants Purchaser the unrestricted right to terminate this Contract by giving notice of termination to Seller within forty five (45) days after the date of this contract. If Purchaser gives notice of termination within the time prescribed, the Option Fee will not be refunded; however, any earnest money will be refunded to Purchaser. The Option Fee will be credited to the Purchase Price at closing. Time is of the essence for this paragraph and strict compliance with the time for performance is required

ARTICLE III
REPRESENTATIONS AND WARRANTIES

3.1 Seller represents to Purchaser as follows, with respect to the Property:

A. Seller has full requisite power and authority to perform all of its obligations under this Contract.

B. There are no pending condemnation proceedings or special assessments of any nature affecting any part of the Property, and Seller has received no notice that any such proceedings or assessments are contemplated.

C. Seller has received no notice of any action, claim, suit, proceeding or investigation, pending or threatened against Seller affecting any portion of the Property.

D. There are no attachments, executions or assignments for the benefit of creditors, or voluntary or involuntary proceedings in bankruptcy pending, contemplated or threatened against Seller or the Property.

E. Seller has paid all Federal, State and local taxes and other governmental charges that have been assessed against Seller or the Property.

F. Seller has disclosed to Purchaser all known environmental conditions affecting the Property.

G. Seller will permit the Purchaser and its environmental consultants to enter upon the Property during normal business hours to conduct environmental study(s) and assessments to determine the environmental condition of the Property.

H. Seller will permit Purchaser and its environmental consultant(s) to have access to books and records of the Seller, if any, relating to the environmental condition of the Property.

I. There are no actions, suits, claims, assessments, or proceedings pending or, to the knowledge of Seller, threatened that could materially adversely affect the ownership, operation, or maintenance of the Property or Seller's ability to perform hereunder.

J. Seller shall immediately notify Purchaser of any material change in respect of the Property or any information heretofore or hereafter furnished to Purchaser in respect of the Property.

3.2 This Contract is contingent upon and subject to the conditions that, as of the date of Closing there shall not have been any material error, variance or misstatement in the representations or material breach in the warranties made by Seller in this Contract. If, prior to Closing, Purchaser discovers that one or more of the representations of Seller herein are materially untrue or inaccurate, or if any part or all of the Property fails to pass any inspection of any governmental entity, Purchaser shall have the option of (i) terminating this Contract and receiving the Earnest Money, or (ii) waiving all or a part of the conditions in writing and closing the sales transaction in accordance with the terms and provisions of this Contract.

3.3 Purchaser represents and warrants to Seller, which representations and warranties shall survive Closing, that Purchaser has the authority to purchase the Property, make the representations contained herein and to perform all terms and conditions required of Purchaser herein.

ARTICLE IV
TITLE

4.1 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole expense, cause to be furnished to Purchaser a current Commitment for Owner Policy of Title Insurance ("the Title Binder") issued by Title Company, describing the Property, naming Purchaser as the prospective insured and showing as the policy amount the total purchase price for the Property. The Title Binder shall commit the Title Company to issue an Owner Policy of Title Insurance guaranteeing Purchaser's title to the Property to be good and indefeasible.

4.2 Within ten (10) days from the date of this Contract, Seller shall, at Seller's sole cost and expense, cause to be delivered to Purchaser all restrictions proposed by Seller to be placed on the Property. Should Purchaser object to such restrictions Purchaser may terminate this Contract, receive back the Earnest Money and be released of all further liability under this Contract.

4.3 Purchaser shall have a period of ten (10) business days following the later of the date of receipt of the Title Binder or the date of restrictions described in Article 4.2 to give Seller written notice of any title exceptions or restrictions it deems objectionable. If Purchaser gives such notice to Seller, Seller shall use Seller's best efforts to cure such objections, but shall not be obligated to institute litigation for such purpose. If Purchaser gives notice of title objections or delete the restrictions and Seller does not cure the objections within fifteen (15) days following receipt of the notice from Purchaser, then Purchaser may either:

(a) terminate this Contract by giving written notice thereof to Seller and receive back the Earnest Money; or

(b) waive the objections and purchase the Property subject to the objections which shall be deemed to be Permitted Encumbrances.

4.5 All title exceptions not objected to or objected to and later waived shall be deemed to be Permitted Encumbrances.

ARTICLE V
FEASIBILITY STUDY

So long as this Contract is in effect and Purchaser is not in default hereunder, Purchaser shall have thirty (30) days for Purchaser or its representatives to enter upon the Property for the purpose of inspecting the Property and any improvements thereon and conducting engineering studies (e.g., platting, utility cost and availability, sewer, drainage and road and street improvements), improvements inspections architectural drawings regarding placement of improvements on the Property, environmental studies, of the Property and any improvements thereon soil and subsoil tests, including the drilling of test holes and examining permits, legal requirements for operation of the Property, reviewing reasonable restrictions on the Property by Seller in order to determine the suitability of the Property for Purchaser's use, and such other tests or studies that Purchaser deems advisable. If any such test, study, information or architectural drawing, in Purchaser's sole opinion, shall reveal that the Property is unsuitable or undesirable for Purchaser's use, then Purchaser may terminate this Contract without further liability, in which event Purchaser shall receive back the Earnest Money. However, Purchaser shall not permit any liens to attach to the Property by reason of the exercise of this right of inspection or study, nor shall Purchaser interfere with the rights of any party then in possession of the Property. All entry on the land prior to closing shall be at Purchaser's risk.

ARTICLE VI
CLOSING

6.1 Closing shall be held within sixty (60) days following the date of the expiration of the Feasibility Study described in Article V hereof at the offices Valley Land Title Co. 217 W. Cano Edinburg, Texas 78539 at the time as may be agreed upon by the parties.

6.2 At the Closing Seller shall deliver to Purchaser the following:

A. A General Warranty Deed duly executed and in recordable form conveying fee simple title to the Property to Purchaser free and clear of all liens and encumbrances, except Permitted Encumbrances as defined in Section 4.3, above.

B. An Owner's Policy of Title Insurance issued by the Title Company in the amount of the purchase price insuring good and indefeasible title to the Property in Purchaser. The Policy shall be in the form prescribed by the State Board of Insurance of Texas and shall contain only those exceptions which constitute Permitted Encumbrances. The standard survey exception shall be deleted except as to shortages in area.

C. Tax Certificates from all taxing authorities showing no delinquent taxes against the Property.

D. Possession of the Property.

6.3 At the Closing, Purchaser shall deliver to Seller a certified or cashier's check for the amount of the Purchase Price.

ARTICLE VII
ADJUSTMENTS AND EXPENSES

7.1 Real estate taxes for the year of Closing are to be adjusted and prorated as of the date of Closing. In the event that actual tax figures for the year of Closing are not available at Closing, an estimated proration of taxes shall be made on the basis of the tax rate for the preceding year applied to the latest assessed valuation. Purchaser shall pay any and all rollback taxes resulting from a change of use by Purchaser following date of Closing.

7.2 Purchaser shall pay costs of recording instruments presented by the Seller, and its own attorney's fees. All other costs of the Owner Policy of Title Insurance and Seller's attorney fees shall be paid by Seller.

ARTICLE VIII
DEFAULT

If Purchaser fails to comply with the obligations as set out in this Agreement, Seller may terminate this Contract and receive the Earnest Money as liquidated damages. If Seller fails to comply herewith for any reason, Purchaser may terminate this Contract and receive the Earnest Money as Purchaser's sole remedy, thereby releasing Seller from this Contract or enforce specific performance.

ARTICLE IX
ATTORNEY'S FEES

Any signatory to this Contract who is the prevailing party in any legal proceeding against any other signatory brought under or with relation to this Contract or transaction, shall be additionally entitled to recover Court costs and reasonable attorneys' fees from the non-prevailing party.

ARTICLE X
CONDEMNATION

10.1 If prior to the Closing all or any substantial portion of the Property is condemned, either party shall have the right to terminate this Contract upon giving written notice to the other party within ten (10) days of the date Seller notifies Purchaser in writing of such condemnation. In the event of such termination, Purchaser shall be entitled to the return of the Earnest Money. If neither party elects to terminate this Contract, then the Closing shall take place, as herein provided, without abatement of the purchase price and Seller shall assign to Purchaser at the Closing, all interest of Seller in any condemnation awards which may be payable to Seller as a result of the condemnation. If less than a substantial portion of the Property is condemned, neither party may terminate this Contract but all interest of Seller in any condemnation proceeds shall be assigned by Seller to Purchaser at the Closing.

10.2 A substantial portion is defined to be either five percent (5%) or more in value of the Property

ARTICLE XI
LIENS AND TAXES

11.1 The existence of any other liens or encumbrances which secure an obligation to pay money shall not be objections to title provided that properly executed instruments in recordable form necessary to satisfy the same are delivered to Purchaser at the Closing, together with recording or filing fees, and such liens or encumbrances may be paid out of the cash consideration, if any, paid by Purchaser at the Closing. Purchaser, if request is made within a reasonable time prior to the date of Closing, agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

11.2 Unpaid franchise tax of any corporation in the chain of title or unpaid federal or state inheritance tax which is a lien against the Property shall be no objection to title, provided Seller at Closing agrees to provide at the Closing separate certified checks, as requested, aggregating the balance of the purchase price, to facilitate the satisfaction of any such liens or encumbrances.

ARTICLE XII
ASSIGNMENT

This Contract may not be assigned by Purchaser without Seller's prior written consent.

ARTICLE XIII
SURVIVAL

Any representations, warranties or covenants of the parties, as well as any rights and benefits of the parties, shall survive the Closing and not be merged therein.

ARTICLE XIV
MISCELLANEOUS

14.1 Time shall be of the essence of this Contract.

14.2 This Contract and all of the terms, provisions and covenants contained herein shall apply to, be binding upon and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns.

14.3 The captions used in connection with the paragraphs in this Contract are for convenience only and are not intended in any way to amplify or limit the meaning of the language contained in this Contract, or be used in interpreting the meanings and provisions of this Contract.

14.4 This Contract shall be construed and interpreted under the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas.

14.5 In case any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this Contract shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

14.6 All notices, demands or requests required or permitted under this Contract shall be in writing, and shall be deemed to have been properly given, whether or not actually received, when the same have been deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, addressed to the appropriate party at the address given for such party at the beginning of this Contract.

14.7 This Contract contains the entire agreement between the parties and supersedes all prior agreements and understandings between the parties concerning the Property, and it shall not be amended, modified, supplemented or changed in any way except by written agreement of the parties.

14.8 Seller agrees to indemnify and hold harmless Purchaser from any and all costs, expenses or damages resulting from any claims for brokerage fees or other similar form of compensation made by any real estate broker or other person or entity because of the sale of the Property.

14.9 Should either party be in default under any of the terms of this Contract, the non-defaulting party shall so notify the defaulting party in writing and the defaulting party shall have a period of twenty (20) days from the receipt of such notice to cure the default.

14.10 In addition to the acts recited in this Contract to be performed by Seller and Purchaser, the parties hereto agree to perform or cause to be performed at the Closing or after the Closing, any and all such further acts as may be reasonably necessary to consummate transactions contemplated hereby.

14.11 In the event that this Contract or any provision hereof is construed or determined to be ambiguous by any Court of Law, then in that event the parties agree that each through its attorney has contributed to the preparation of this Contract and have jointly written or composed the clauses herein contained; and neither party hereto should be given any advantage over the other under the laws of construction of instruments based upon the authorship hereof.

14.12 The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (i) does not assume or have any liability for performance or nonperformance of any party; (ii) has the right to require the receipt, release and authorization in writing of all parties before paying the Earnest Money to any party; and (iii) is not liable for interest or other charge on the funds held. If any party unreasonably fails to agree in writing to an appropriate release of Earnest Money, then such party shall be liable to the other parties as provided in Article IX. At Closing, Earnest Money plus interest accrued thereon shall be applied to any cash down payment required, next to Purchaser's closing costs and any excess refunded to Purchaser.

14.13 If Seller is not a foreign person, as defined in the Federal Foreign Investment in Real Property Tax Act of 1980 and the 1984 Tax Reform Act, as amended (the Federal Tax Law), then at the Closing, Seller will deliver to Purchaser a certificate so stating, in a form complying with the Federal Tax law. If Seller is a foreign person or if Seller fails to deliver the required certificate at the Closing, then in either such event the funding to Seller, at the Closing, will be adjusted to the extent required to comply with the withholding provisions of the Federal Tax law; and although the amount withheld will still be paid at the Closing by Purchaser, it will be retained by the Title Company as Escrow Agent (the reasonable fees of which shall be paid by Seller at the Closing) for delivery to the Internal Revenue Service together with the appropriate Federal Tax law forwarding forms, and with copies being provided both to Seller and to Purchaser.

14.14 If Seller has not executed and delivered this Earnest Money Contract to Purchaser on or before _____, 2012, Purchaser's offer to purchase the Property shall automatically terminate and this Earnest Money Contract shall be of no further force and effect.

The date of this Contract is the _____ day of _____, 2012.

SELLERS:

Hector Manuel Hinojosa

Ramiro Hinojosa

Eduardo Hinojosa

PURCHASER:

County of Hidalgo, Texas

By: _____
Ramon Garcia Hidalgo County Judge

ATTEST:

_____
Arturo Guarjardo, Jr., Hidalgo County Clerk

Receipt of a fully executed Contract and $1,000.00 earnest money in the form of a check are hereby acknowledged this ____ day of _____, 2012 at _____, _____.M.

Escrow Agent:
Valley Land Title

By:_____

Seller and Purchaser designate the following named attorneys to represent their respective interest herein:

SELLER'S ATTORNEY:

BUYER'S ATTORNEY:

ATLAS, HALL & RODRIGUEZ, LLP
Attn: Stephen L. Crain
818 Pecan Blvd.
McAllen, Texas 78501
(956) 682-5501 Telephone
(956) 686-6109 Facsimile

EXHIBIT "A"

All of Lot 29, Hoehn Drive Subdivision, Hidalgo County, Texas according to the map recorded in Volume 23, Page 59, Map Records in the Office of the County Clerk of Hidalgo County, Texas reference to which is here made for all purposes.

Form ROW-A-6
(Rev. 11/11)

REAL ESTATE APPRAISAL REPORT
TEXAS DEPARTMENT OF TRANSPORTATION

Address of Property: Ivory Street
District: Pharr
Property Owner: Hector Manuel Hinojosa et al
ROW CSJ:
Address of Property Owner: RR 9 Box 572, Edinburg, Texas 78541
Parcel: Lot 29
Occupant's Name: Vacant
Federal Project No: N/A
Whole: ☐ Partial: ☒ Acquisition
Highway: Hoehn Drive
County: Hidalgo

Purpose of the Appraisal

The purpose of this appraisal is to estimate the market value of the fee simple title to the real property to be acquired, encumbered by any easements not to be extinguished, less oil, gas and sulphur. If this acquisition is of less than the whole property, then any special benefits and/or damages to the remainder property must be included in accordance with the laws of Texas.

Market Value

Market value is defined as follows: "Market Value is the price which the property would bring when it is offered for sale by one who desires, but is not obliged to sell, and is bought by one who is under no necessity of buying it, taking into consideration all of the uses to which it is reasonably adaptable and for which it either is or in all reasonable probability will become available within the reasonable future."

Certificate of Appraiser

I hereby certify that, it is my opinion the total compensation for the acquisition of the herein described property is $17,842 as of September 20, 2012, based upon my independent appraisal and the exercise of my professional judgment; on September 20, 2012,, (date)(s), I personally inspected in the field the property herein appraised; I afforded Hector Manuel Hinojosa, the property owner or the representative (s) of the property owner, the opportunity to accompany me at the time of the inspection. The comparables relied upon in making said appraisal were as represented by the photographs contained in the appraisal report and were inspected on September 15, 2012, I have not revealed and will not reveal the findings and results of such appraisal to anyone other than the proper officials of the, County of Hidalgo, Texas Department of Transportation, or officials of the Federal Highway Administration until authorized by State officials to do so, or until I am required to do so by due process of law or until I am released from this obligation by having publicly testified to such findings; and, my compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result or the occurrence of a subsequent event.

The appraiser has considered access damages in accordance with Section 21.042(d) of the Texas Property Code, as amended by SB18 of the Texas 82nd Regular Legislative Session and finds as follows:

1. Is there a denial of direct access of the parcel? No (yes or no)
2. If so, is the denial of direct access material? N/A (yes, no, or not applicable)
3. The lack of any access denial or the material impairment of direct access on or off the remaining property affects the market value of the remaining property in the sum of $0.00.

I certify to the best of my knowledge and belief that the statements of fact contained in this report are true and correct; the reported analyses, opinions and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions and conclusions; I have no present or prospective interest in the property that is the subject of this report, and I have no personal interest or bias with respect to the parties involved; and, my analyses, opinions and conclusions were developed, and this report has been prepared in conformity with the appropriate State laws, regulations, and policies and procedures applicable to the appraisal of right of way for such purposes, and that to the best of my knowledge no portion of the value assigned to such property consists of items which are non-compensable under the established law of said State, and any decrease or increase in the fair market value of subject real property prior to the date of valuation caused by the public improvement other than that due to the physical deterioration within the reasonable control of the owner has been disregarded in estimating the compensation for the property.

Leonel Garza III
Appraiser Signature

State Certified General Real Estate Appraiser – TX 1328375 – General
Certification Number

October 1, 2012
Date

To the best of my knowledge, the value does not include any items which are not compensable under the State law.

District Reviewing Appraiser Date

* A 6 *

AI-34748 **Precinct #1** **17. A.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Commissioner Quintanilla **Submitted By:** Roxanne Elizondo, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

Presentation by Inter-Tech to promote Community Classes presented by Admission Advisors Armando San Roman and Bonnie Hernandez.

BACKGROUND

Back up power point presentation from Inter-Tech will be provided during commissioner's court.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No fiscal impact to Co.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/15/2012 11:48 AM
Ivan Cantu	Ivan Cantu	10/19/2012 08:54 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Roxanne Elizondo Started On: 10/15/2012 09:51 AM

Final Approval Date: 11/02/2012

AI-35094 **Budget and Management** **18. A.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Sergio Cruz, BUDGET & MANAGEMENT **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Discussion, consideration, and action on Authorization to change TCDRS Plan Provisions for Plan Year 2013 to include a 3% COLA for retirees (as approved during the 2013 Budget Process).

BACKGROUND

Attachments

forms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2012 10:05 AM
Erika Zamora	Merlen P. Munoz	11/02/2012 01:00 PM
Ivan Cantu	Ivan Cantu	11/02/2012 01:09 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Angela Garcia Started On: 11/02/2012 09:14 AM

Final Approval Date: 11/02/2012

Hidalgo County, #207

Authorization to maintain TCDRS plan provisions

Plan Year 2013

With respect to the participation of Hidalgo County in the Texas County & District Retirement System (TCDRS) for the 2013 plan year, the following order was adopted:

1. Hidalgo County makes no change in the plan provisions for non-retirees.

* 2. With respect to benefit payments being paid to retirees or their beneficiaries, Hidalgo County **(check one box):**

- ☐ does not adopt a cost-of-living adjustment (COLA).
- ☐ adopts a ____% CPI-based COLA.
- ☑ adopts a 3 % flat-rate COLA.

* 3. The required employer contribution rate for Plan Year 2013 will be the following:

(a) Required rate without COLA:		10.32%	
(b) COLA rate:	+	0.18	(enter 0 if not adopting a COLA)
(c) **Total required rate** (a + b):	=	10.50 %	

* 4. Employers may elect to pay a rate greater than the **total required rate** listed above. Hidalgo County adopts for Plan Year 2013 **(check one box):**

- ☑ the **total required rate** listed above.
- ☐ add a new elected rate of _____%.

5. In the event the 2013 total required rate as set out above exceeds 11%, and if a current waiver of that limit is not on file with TCDRS, the Commissioners Court of Hidalgo County hereby waives the 11% limit on the rate of employer contributions and such waiver will remain effective with respect to future plan years until properly revoked by official action.

Certification

I certify that the foregoing authorization concerning the participation of Hidalgo County in TCDRS for Plan Year 2013 truly and accurately reflects the official action taken during a properly posted and noticed meeting on _____, 2012, by the Commissioners Court of Hidalgo County as such action is recorded in the official minutes.

_____

Authorized Signature, County Judge of Hidalgo County

_____

Printed Name

Dated: _____

** Please fill in the required information for items 2, 3 and 4 before signing and sending this document to TCDRS.*

RETIREMENT PLAN ASSESSMENT

FOR PLAN YEAR 2013

Hidalgo County – 207

Hidalgo County, #207
Retirement plan assessment
for plan year 2013

It's that time of year again — time to look at your TCDRS retirement plan and decide whether or not your benefits are adequate and affordable. This plan assessment will give you an overview of the benefits you currently provide. It also includes estimates on how much it will cost to provide these benefits in 2013.

If you are interested in changing your plan provisions for 2013, please contact your TCDRS Employer Services Representative. We will send you cost and benefit information on any changes you are considering. If you are satisfied with your current plan, please complete and return your authorization by Dec. 17, 2012.

If you have questions, contact your TCDRS Employer Services Representative at 800-651-3848.

NEXT STEPS

1. If you are not considering any plan changes …
   complete and return your authorization by Dec. 17, 2012.
2. If you are only adopting a COLA or elected rate …
   complete and return your authorization by Dec. 17, 2012.
3. If you are considering changing or adding other plan provisions …
   contact TCDRS at 800-651-3848. We will be happy to send you the rates and authorization for the plan changes you are considering.

KEY DATES

Oct. 01, 2012

Deadline to contact TCDRS in writing if you are considering authorizing a buyback.

Dec. 17, 2012

Send in your authorization to TCDRS confirming your 2013 plan provisions.

YOUR BENEFITS

Basic Benefit Provisions:

Employee deposit rate — 7%

Matching rate — 200%

Prior service credit — 160%

Retirement Eligibility:

Age 60 with 8 years of service

Any age with 20 years of service

Rule of 75 (age plus years of service equals 75)

Cost-of-Living Adjustments (COLAs) for retirees:

Your last adopted COLA was a 4% flat-rate COLA in 2009.

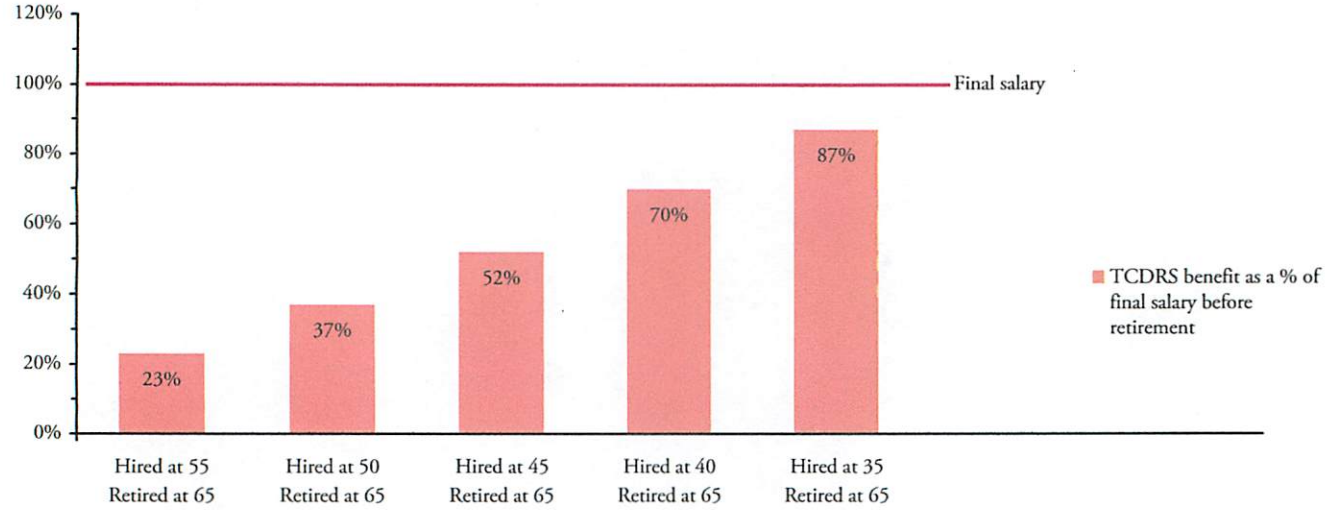
Optional Benefit Provisions:

- *Buyback* – You last passed a buyback authorization in 2009.
- *Partial lump-sum payment* – This allows an employee to withdraw part of his or her TCDRS account balance as a lump sum at retirement.

WHAT YOU ARE PROVIDING

Under your plan, each employee makes deposits into his or her personal TCDRS account by paying in a percentage of each paycheck. Employee accounts earn 7% interest each year, which is compounded annually based on the account balance at the beginning of the year. If one of your employees chooses to receive a retirement benefit, TCDRS adds the employee's personal account balance to matching and other credits you provide as an employer. We then convert that sum into a monthly benefit payment, payable for life.

The following chart shows the estimated TCDRS benefit as a percentage of final salary prior to retirement for a new hire:



Assumptions

- Employees are new hires and will work for you until retirement.
- Your current plan provisions will remain in effect through employee's retirement.
- Current laws governing TCDRS will continue as they are.
- Graded salary scales give bigger raises early in careers, with smaller raises later in careers (see Summary Valuation Report at www.tcdrs.org).
- Based on Life Only benefit.

YOUR COSTS

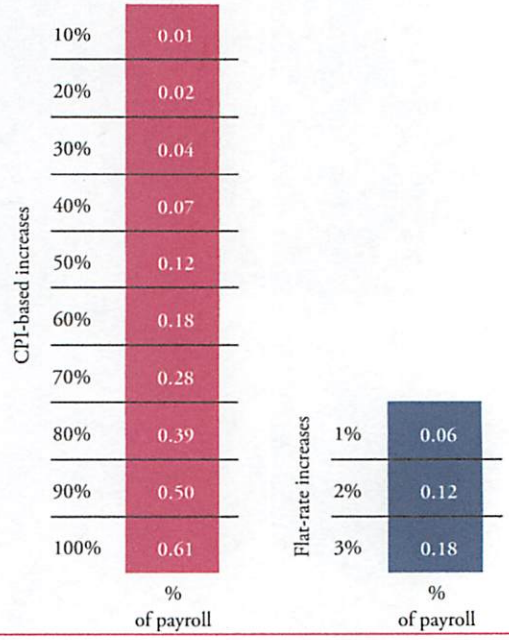
Your employer contribution rate represents the percentage of payroll your organization needs to contribute to fund future benefits for your current employees, former employees and retirees.

To calculate your total required rate, add the rate for any COLA you plan to adopt to the provided calculated contribution rate.

Your normal cost rate		6.95%
Your UAAL rate	+	3.37%
Calculated contribution rate		10.32%
COLA rate (if adopting)	+	.18
Total required rate		10.50 %

To determine the cost of your plan in dollars, move the decimal for your "Total required rate" two places to the left, then multiply it by your estimated payroll for next year.

COLAs must be authorized each year. They are not "automatic." If you wish to authorize a COLA for the next plan year, you can estimate the cost based on the schedule of rates below:



Below is a record of your required employer contribution rate history over the last five years.



REASONS FOR RATE CHANGE	2009-2010	2010-2011	2011-2012	2012-2013
Beginning Rate	**9.02%**	**9.52%**	**9.60%**	**9.95%**
Plan Changes Adopted	0.00	0.00	0.00	N/A
Investment Return	1.23	-0.33	0.29	0.34
Elected Rate/Lump Sum	0.00	0.00	0.00	0.00
Demographic/Other Changes	-0.16	-0.04	0.06	0.03
Assumptions/Methods	-0.57	0.45	0.00	0.00
Ending Rate	**9.52%**	**9.60%**	**9.95%**	**10.32%**
VALUATION YEAR	2008	2009	2010	2011
FUNDED RATIO	82%	83%	83%	83%

A complete Summary Valuation Report for the Dec. 31, 2011 valuation is available on the web.

AI-34958 **Budget and Management 18. B. 1.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 R & B (1200):
a. Approval of Certification of Revenues as certified by the County Auditor for 1/3 Paving Revenues.
b. Approval of 2012 appropriation of funds into Precinct #1 Rd. Maint., program 005 in the amount of $47,727.87 (escrow monies for Aurora Valley S/D road construction project)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

As per Planning Dept. & Pct. 1 road work for Aurora Valley S/D has been completed. Escrow monies in the amount of $47,727.87 were recognized as revenue by Auditor's Office on 9-28-12, JE #24411.

Rev. acct #2-1200-341-30-121-001-0-000 "R & B Pct. 1- 1/3 Paving Revenue"

Revenues will be appropriated back into the Pct. 1 Rd. Maint. budget, program #005. Refer to AI #31712, item 17.A.1., CC 4/3/12.

Attachments

Paving Revenues backup info

Pct. 1 R& B Aurora Valley S/D appropriation

Cert. of Rev. letter & backup-Aurora Valley S/D

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	10/31/2012 09:56 AM
Budget & Management	Merlen P. Munoz	10/31/2012 10:23 AM
Erika Zamora	Erika Zamora	11/02/2012 09:56 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Ivan Cantu Started On: 10/25/2012

Final Approval Date: 11/02/2012

Account Inquiry - FAINQ01A 5/17/12 9:00 am

Account No 2-1200-341-30-121-001-0-000 Accounting Period 13 Period YTD 314887 pq 09 1 0 -1

Acct. Year 2 Previous Year Info. Description R&B PCT.1-1/3 PAVING REVENUE

Summary | Budgets | Open Encumb | Encumb Detail | All Encumb | Checks | Unposted Pay | Unprinted Pay | AJE | Recpts/Ir

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
09	.00	.00	.00	47,727.87	-47,727.87
YTD	.00	.00	.00	47,727.87	-47,727.87
PRE	.00	.00	.00	.00	.00
TOT	.00	.00	.00	47,727.87	-47,727.87

Account Inquiry - FAINQ01A 5/17/12 9:00 am

Account No 2-1200-223-00-121-049-0-000 Accounting Period 13 Period YTD 313896 pg 09 0 1 -1

Acct. Year 2 Previous Year Info. Description R&B PCT.1-DEF REV-1/3 AURORA VALLEY S/D

Summary | Budgets | Open Encumb | Encumb Detail | All Encumb | Checks | Unposted Pay | Unprinted Pay | AJE | Recpts/Ir

Period	Original Budget	Adjusted Budget	Encumbrance	Actual	Avail/Rec/Bal
03	.00	.00	.00	47,727.87	-47,727.87
09	.00	.00	.00	-47,727.87	.00
YTD	.00	.00	.00	.00	.00
PRE	.00	.00	.00	.00	.00
TOT	.00	.00	.00	.00	.00

Zimbra **ivan.cantu@co.hidalgo.tx.us**

FW: INCOMING: Planning

From : Noe Montez <noe.montez@co.hidalgo.tx.us> Thu, Oct 25, 2012 01:57 PM
Subject : FW: INCOMING: Planning 1 attachment
To : 'ivan.cantu' <ivan.cantu@co.hidalgo.tx.us>

See attached.

From: Raul Sesin [mailto:Raul.Sesin@co.hidalgo.tx.us]
Sent: Thursday, September 27, 2012 5:05 PM
To: 'Ray Eufracio'; raul.sesin@co.hidalgo.tx.us
Cc: 'Fong, Ms. Linda C., First Assistant County Auditor, Hidalgo County Auditor's Office'; 'Arcy Duran'; 'Noe Montez'; 'Nora D Cavazos'
Subject: RE: INCOMING: Planning

Mr. Eufracio,

The road work has been completed with exception of the striping. The request is for a partial release of the escrow funds to cover the work that has been inspected by my department and has fully been constructed. We do "draw downs" similar to this on developments when a financial guarantee is used for the infrastructure improvements. Please let me know if a partial draw down on escrow money for the widening of a road is not allowed so I may instruct my staff on the proper protocol.

Thank you for your guidance.

Raul E. Sesin, PE, CFM
Planning Administrator

Please refrain from printing this email unless completely necessary. Go Green!

From: Ray Eufracio [mailto:ray.eufracio@auditor.co.hidalgo.tx.us]
Sent: Thursday, September 27, 2012 3:35 PM
To: raul.sesin@co.hidalgo.tx.us
Cc: Fong, Ms. Linda C., First Assistant County Auditor, Hidalgo County Auditor's Office;

'Arcy Duran'; 'Noe Montez'
Subject: FW: INCOMING: Planning

According to the Precinct the work has been completed but a Purchase Order has not been paid. You indicate that the road has been paved but there is some work still outstanding. I will not be able to certify the revenues until such time all the work is complete.

From: Maria Medina [mailto:maria.medina@auditor.co.hidalgo.tx.us]
Sent: Thursday, September 27, 2012 2:37 PM
To: 'Mr. Raymundo Eufracio, CPA, Hidalgo County Auditor'; 'Ms. Arcy Duran'; 'Ms. Becky Luna'; Ms. Linda C. Fong
Subject: INCOMING: Planning

Maria D. (Susie) Medina
Administrative Assistant
Hidalgo County Auditor's Office
2808 S. Bus. Hwy. 281
Edinburg, TX 78539
956-318-2511 ext. 4602
maria.medina@auditor.co.hidalgo.tx.us



image003.jpg
1 KB

DATE: November 6, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 1 Rd. Maint.

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

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-121-005-0- 346	Pct. 1 Rd. Maint.-	Hauling & Freight Svcs.	20,000.00
2-1200-431-00-121-005-0- 626	Pct. 1 Rd. Maint.-	Gasoline/Diesel	19,727.87
2-1200-431-00-121-005-0- 673	Pct. 1 Rd. Maint.-	R & B R & M Supplies	8,000.00
2-1200-341-30-121-001-0- 000	*R & B Pct. 1-*	*1/3 Paving Revenue*	*47,727.87*
		TOTAL BUDGET INCREASE (DECREASE)	**47,727.87**

REASON: Appropriation of 1/3 Paving Revenues in relation to Aurora Valley S/D. Road work has been completed as per Pct. 1 & Planning Dept. Escrow monies were recognized as revenue by Auditor's office on 9-28-12, refer to JE #24411.

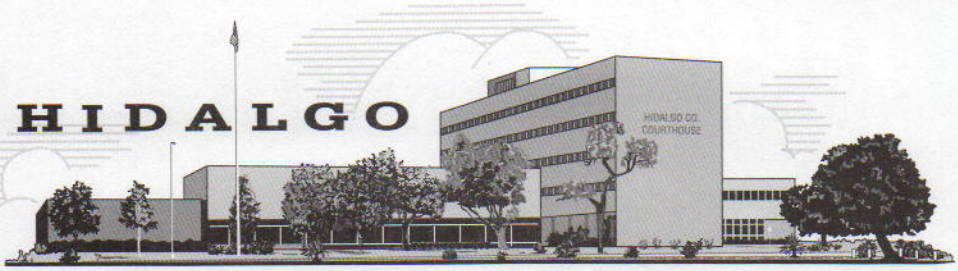
DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

October 26, 2012

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

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the 1/3 paving escrow reimbursements for Pct. 1 in amount of $47,727.87. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

10/26/12
Date

THE COUNTY OF HIDALGO TEXAS

HIDALGO COUNTY DISTRICT JUDGES

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

Hidalgo County Planning Department

Raul E. Sesin, PE, CFM
Planning Administrator

Main Office
1304 S. 25th Street
Edinburg, Texas 78542
Phone (956) 318-2840
Fax (956) 318-2844

Engineering Projects Office
301 E. State Street
Pharr, Texas 78577
Phone (956) 318-2840
Fax (956) 318-2844

Precinct No. 1 Substation
1902 Joe Stephens Ave.
Weslaco, Texas 78596
Phone (956) 968-4734
Fax (956) 973-7850

Precinct No. 3 Substation
2401 N. Moorefield Rd.
Mission, Texas 78572
Phone (956) 205-7045
Fax (956) 205-7049

September 25, 2012

Mr. Reymuno Eufracio, County Auditor
Hidalgo County Auditor's Office
2808 S. Business Hwy 281
Edinburg, Tx. 78539-6243

RE: 2/3 Paving Escrow Account for Precinct No. 1
Aurora Valley Phase I

Dear Mr. Eufracio,

Below please see Aurora Valley Subdivision Phase I which has been inspected by our department in relation to the 2/3 Paving Escrow Account for Precinct No. 1. We have found that the road listed below has been paved. Please allocate the amount of the Escrow minus $2,100.00 for the road striping which has not been completed. The amount below reflects the original escrow amount of $47,727.87 minus the dollar amount to be retained in the escrow account. We have on-site photos of the road sections in question available upon request.

PCT.	SUBDIVISION NAME	AMOUNT	ROAD	COMPLETION DATE
1	Aurora Valley Ph I	$45,627.87	Canton Drive	Sept. 2012

If you should have any questions, please contact me at (956) 318-2840.

Thank You,
HIDALGO COUNTY PLANNING DEPARTMENT

Raul E. Sesin, P.E., C.F.M.
Planning Administrator

C: Nora D. Cavazos, Administrative Assistant III

RECEIVED BY
COUNTY AUDITOR
2012 SEP 27 PM 2 21

JOEL QUINTANILLA
County Commissioner
Hidalgo County PCT. 1



September 24, 2012

Raul Sesin, P.E., Planning Administrator
Hidalgo County Planning Department
1304 S. 25th St.
Edinburg, Texas 78539

Ref: Project (Aurora Estates- Canton Drive)

Dear Mr. Sesin,

Please be advised that the project known as Aurora Estates has been completed as of Friday, September 21, 2012, and subsequently all materials and services have been paid with the exception of PO 681348 for Pavement Markings that is still pending, but all the work has been performed.

See attached copies that show all appropriate check numbers that will confirm that payments have been made.

At this point we are requesting that you make any necessary arrangements with the Budget Office to get ensure that escrow monies are appropriated back to the Pct. 1 Road & Bridge Account.

If you have any questions, please call our office at (956) 968-8733 ext. 1007.

Sincerely,

Noe Montez
Director of Management Support

cc: Ray Eufracio, CPA
cc: P.R. Avila, R&B Director
cc: Commissioner Joel Quintanilla

1902 Joe Stephens Ave. • Weslaco, TX 78596
Office: (956) 968-8733 • Fax (956) 969-1417 • Email: joel.quintanilla@co.hidalgo.tx.us

HIDALGO COUNTY PLANNING DEPARTMENT

Date 3-23 2012

Received of: Rhodes Enterprises, Inc. $ 47,727.87

Forty seven thousand seven hundred twenty seven + 87/100 Dollars

Subdivision: Aurora Valley Subd.

Cash _____ Check # 50025 M.O. # _____

Received by: Hector Castillo.

○ UTILITY CERTIFICATE REVIEW FEE	
Acct # - 1100-341-30-210-003-0-000	
Permit No.	
TOTAL	

○ SUBDIVISION FEES	
Acct # - 1100-341-30-210-003-0-000	
Filing/Review Fee	
2% Inpsection Fee	
Maps	
Subd. Rules Book	
Other	
TOTAL	

○ ESCROW	
Acct # - 1100-341-30-210-003-0-000	
1/3 Paving	47,727.87
Septic Tank -	
Other	
TOTAL	$ 47,727.87

THE STATE OF TEXAS
COUNTY OF HIDALGO

Precinct No. 2 & 4
RECEIPT
Nº 66206 - 2/4

White - Customer Copy • Yellow - Auditor's Copy • Pink - Office Copy

COUNTY AUDITOR'S FORM RE-PD-0001

CASH ONLY IF ALL *CheckLock*™ SECURITY FEATURES LISTED ON BACK INDICATE NO TAMPERING OR COPYING

RHODES ENTERPRISES, INC.
DEVELOPMENT ACCOUNT
2500 S. Bentsen Palm Drive, Ste. 267-B
Mission, TX 78572
(956) 287-2800

LONE STAR NATIONAL BANK
McAllen, TX 78501
88-1168/1149

50025

3/20/2012

PAY TO THE ORDER OF Hidalgo County $**47,727.87

Forty-Seven Thousand Seven Hundred Twenty-Seven and 87/100********** DOLLARS

Hidalgo County
PO Box 178
Edinburg, TX 78540

VOID AFTER 90 DAYS

MEMO Aurora Valley participation

⑈050025⑈ ⑆114911687⑆ 36250096 76⑈

Intuit® *CheckLock*™ Secure Check

Raul E. Sesin, P.E.
Planning Administrator

PLANNING DEPARTMENT

COUNTY OF HIDALGO
1304 South 25th Street
Edinburg, Texas 78539
Tel. (956) 318-2840 • Fax. (956) 318-2844
www.co.hidalgo.tx.us

AURORA VALLEY PHASE I SUBDIVISION - 2/3 ESCROW FOR CANTON ROAD

ONSITE INSPECTION

WATER FACILITIES:

- ☐ Service Lines: _____
- ☐ Meter boxes: _____
- ☐ 30 Year letter: _____
- ☐ Fire Hydrant (if applicable): _____

OSSF / SANITARY SEWER:

- ☐ Sewer Service Lines: _____
- ☐ 30 Year Letter: _____
- ☐ Septic Tanks: _____
- ☐ Health Dept. Inspection Letter: _____

PAVING:

- ☐ Street pavement & curb and gutter: Canto Road has been paved.
- ☐ Street testing results: All street tastings have been submitted and comply to specifications.
- ☐ Street Signs / Street Name: _____
- ☐ Temporary Turn Around (if applicable): _____
- ☐ Share Driveways (if applicable): All Share driveways along Dillon Rd and Canton Rd have been constructed.
- ☐ Type III barricade : _____
- ☐ Valley Gutters: _____

DRAINAGE:

- ☐ Detention Swales: _____
- ☐ Culvert with Safety Ends: All culverts and safety ends have been installed
- ☐ Re-grade of Road side Ditch: Canton Rd and Dillon Road side ditches have been re graded.
- ☐ Gravel Bench Swale System (If Applicable): _____
- ☐ Erosion Control Points (If Applicable) : _____
- ☐ Overflow structure with RIP – RAP (If applicable) : _____
- ☐ Storm Drainage Inlets (If Applicable): _____
- ☐ Outfall with RIP - RAP (If Applicable): _____
- ☐ Concrete Spill Ways (If Applicable): _____
- ☐ Gridded Down Drain (If Applicable): _____

OTHER IMPROVEMENTS:

- ☐ Lot Staking : _____
- ☐ Existing Structure On Lots (If applicable) : _____
- ☐ Gas Markers (If applicable): _____
- ☐ Lot Sell Advertisement Sign (If Applicable) : _____
- ☐ Elevated Pad Site (If Applicable) : _____
- ☐ Street Lights (If Applicable): _____
- ☐ Buffer Fence (If Applicable): _____
- ☒ Any Other: Striping for Canton Road has not been done

INSPECTED BY: _____ DATE: 05/31/2012

Delia Orellana

AI 34958
11/13/12

From: Noe Montez [noe.montez@co.hidalgo.tx.us]
Sent: Thursday, October 25, 2012 2:53 PM
To: 'Delia Orellana'
Subject: FW: INCOMING: Planning
Attachments: 2012-09-25 Planning - 2-3 Paving Escrow Account for Pct. 1.pdf

Please be advised that we are requesting the Certification of Revenues for this project. The $ in under 2-1200-341-30-121-001-0-000 $47,727.87. Mr. Ivan Cantu and the Budget office is processing the proper appropriation of funds on the next available CC meeting.

Thanks

From: Noe Montez [mailto:noe.montez@co.hidalgo.tx.us]
Sent: Thursday, October 25, 2012 1:58 PM
To: 'ivan.cantu'
Subject: FW: INCOMING: Planning

See attached

From: Ray Eufracio [mailto:ray.eufracio@auditor.co.hidalgo.tx.us]
Sent: Thursday, September 27, 2012 3:35 PM
To: raul.sesin@co.hidalgo.tx.us
Cc: Fong, Ms. Linda C., First Assistant County Auditor, Hidalgo County Auditor's Office; 'Arcy Duran'; 'Noe Montez'
Subject: FW: INCOMING: Planning

According to the Precinct the work has been completed but a Purchase Order has not been paid. You indicate that the road has been paved but there is some work still outstanding. I will not be able to certify the revenues until such time all the work is complete.

From: Maria Medina [mailto:maria.medina@auditor.co.hidalgo.tx.us]
Sent: Thursday, September 27, 2012 2:37 PM
To: 'Mr. Raymundo Eufracio, CPA, Hidalgo County Auditor'; 'Ms. Arcy Duran'; 'Ms. Becky Luna'; Ms. Linda C. Fong
Subject: INCOMING: Planning

Maria D. (Susie) Medina
Administrative Assistant
Hidalgo County Auditor's Office
2808 S. Bus. Hwy. 281
Edinburg, TX 78539
956-318-2511 ext. 4602
maria.medina@auditor.co.hidalgo.tx.us

AI-35101 **Budget and Management 18. B. 2.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Pct. 4 **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 4 Rd. Maint. (1200):
Approval of 2012 appropriation of funds for Pct. 4 Road Maintenance program#007 from the unreserved R & B fund balance in the amount of $116,552.00 to fund fuel expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-626

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $116,552.00 to fund fuel expenditures for Pct. 4 Rd. Maint.

Funds available as of 11-2-12 in the Co. Wide R & B unreserved f/b.

Attachments

Pct. 4 Rd. Maint. appropriation

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	11/02/2012 12:41 PM
Budget & Management	Merlen P. Munoz	11/02/2012 12:47 PM
Erika Zamora	Merlen P. Munoz	11/02/2012 01:00 PM
Olga Garza	Olga Garza	11/02/2012 01:56 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Ivan Cantu Started On: 11/02/2012 12:09 PM

Final Approval Date: 11/02/2012

DATE: November 6, 2012

2012
Appropriation

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Pct. 4 Rd. Maint.

ACCOUNT NUMBER: 2-1200-431-00-124-007-0-626

Contact Person: Ivan Cantu **Ph#:** (956) 292-7025 ext. 5425

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
2-1200-431-00-124-007-0- 626	Pct. 4 Rd. Maint.-	Gasoline/Diesel	116,552.00

AI-34110 **Purchasing Department 19. A. 3.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Martha L. Salazar **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the final negotiated contract/agreement which includes the best and final offer with Air Evac Lifeteam for "Emergency (Post Tax) Voluntary Air Ambulance Services" for Hidalgo County Employees.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

The post tax product is a payroll deduction from those employee electing to purchase. Therefore there in no direct fiscal expense by HC.

Attachments

Terms and Conditions-Air Evac

Legals Approval

Memo Approval-Air Evac

Agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/02/2012 10:23 AM
Budget & Management	Merlen P. Munoz	11/02/2012 10:36 AM
Rosalinda Cantu	Rosie Cantu	11/02/2012 10:49 AM
Auditor's Office	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Gricelda Villarreal Started On: 09/07/2012 09:52 AM

Final Approval Date: 11/02/2012

Appendix A

Membership Terms and Conditions

An Air Evac EMS, Inc. d/b/a Air Evac Lifeteam ("**Company**") membership ensures the patient will have no out-of-pocket flight expenses if flown by the Company or another AirMedCare Network participating provider (together with the Company, each an "AMCN Provider") by providing prepaid protection against AMCN Provider air ambulance costs that are not covered by a member's insurance or other benefits or third party responsibility, subject to the following terms and conditions:

1. Patient transport will be to the closest appropriate medical facility for medical conditions that are deemed by AMCN Provider attending medical professionals to be life- or limb-threatening, or that could lead to permanent disability, and which require emergency air ambulance transport. A patient's medical condition, not membership status, will dictate whether or not air transportation is appropriate and required. Under all circumstances, an AMCN Provider retains the sole right and responsibility to determine whether or not a patient is flown.
2. AMCN Provider air ambulance services may not be available when requested due to factors beyond its control, such as use of the appropriate aircraft by another patient or other circumstances governed by operational requirements or restrictions including, but not limited to, equipment manufacturer limitations, governmental regulations, maintenance requirements, patient condition, age or size, or weather conditions. FAA restrictions prohibit most AMCN Provider aircraft from flying in inclement weather conditions. The primary determinant of whether to accept a flight is always the safety of the patient and medical flight crews.
3. Members who have insurance or other benefits, or third party responsibility claims, that cover the cost of ambulance services are financially liable for the cost of AMCN Proivder services up to the limit of any such available coverage. In return for payment of the membership fee, the AMCN Provider will consider its air ambulance costs that are not covered by any insurance, benefits or third party responsibility available to the member to have been fully prepaid. The AMCN Provider reserves the right to bill directly any appropriate insurance, benefits provider or third party for services rendered, and members authorize their insurers, benefits providers and responsible third parties to pay any covered amounts directly to the AMCN Provider. Members agree to remit to the AMCN Provider any payment received from insurance or benefit providers or any third party for air medical services provided by the AMCN Provider, not to exceed regular charges. Neither the Company nor AirMedCare Network is an insurance company. Membership is not an insurance policy and cannot be considered as a secondary insurance coverage or a supplement to any insurance coverage. **Neither the Company nor AirMedCare Network will be responsible for payment for services provided by another ambulance service.**
4. Membership starts 15 days after the Company receives a complete application with full payment; however, the waiting period will be waived for unforeseen events occurring during such time. Members must be natural persons. Memberships are non-refundable and non-transferable.
5. Some state laws prohibit Medicaid beneficiaries from being offered membership or being accepted into membership programs. By applying, members certify to the Company that they are not Medicaid beneficiaries.
6. These terms and conditions supersede all previous terms and conditions between a member and the Company or AirMedCare Network, including any other writings, or verbal representations, relating to the terms and conditions of membership.

[signature page next]

From:	Martha Salazar
To:	gricelda.villarreal@co.hidalgo.tx.us; "Cris Villarreal"
Subject:	FW: Emergency Air Ambulance Agreement
Date:	Thursday, November 01, 2012 2:38:43 PM
Importance:	High

GREAT! ATTACH!

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, November 01, 2012 1:50 PM
To: 'Martha Salazar'
Subject: RE: Emergency Air Ambulance Agreement

I responded to this one also. The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, November 01, 2012 1:02 PM
To: 'Steve Crain'
Cc: gricelda.villarreal@co.hidalgo.tx.us
Subject: FW: Emergency Air Ambulance Agreement
Importance: High

Sorry, Mr. Crain:
I sent wrong "ambulance related contract" inquiry. This is the one I cannot locate your response: The voluntary pre-tax Air Ambulance Services Product. If you did respond on review and comment, I cannot locate.
Marty

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Tuesday, October 30, 2012 3:34 PM
To: 'Steve Crain'
Cc: 'Cris Villarreal'; 'gricelda.villarreal@co.hidalgo.tx.us'
Subject: FW: Emergency Air Ambulance Agreement
Importance: High

Mr. Crain:
Please review and comment as to form.
Thanks,
Marty

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Tuesday, October 30, 2012 2:22 PM
To: 'Martha L. Salazar'
Subject: Emergency Air Ambulance Agreement

Ms. Marty,
This is what was sent to me by Air Evac regarding the Employee Air Ambulance Project. Please forward to legal for review and advise. I have included the RFP as well.

Thank you,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext. 4867
Fax: (956) 292-7612
email: cris.villarreal@co.hidalgo.tx.us

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

MEMORANDUM

To: Mr. Kenneth Euler, Sales Manager
Air Evac EMS, Inc.

Via email: eulerkenneth@air-evac.com

From: Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
C/O Cris, Ayala, Buyer III

Date: August 29, 2012

Re: Negotiation Process for - RFP- 2012-108-06-13-CGA "Employee Voluntary (Post Tax) Emergency Air Ambulance Services", project.

Pursuant to action taken by Commissioner's Court on Monday, August 27, 2012, be advised that your firm has been selected (ranked number one) to enter into negotiations for Contract with County of Hidalgo to provide services for the above referenced project.

We request that you submit your best and final offer based on your submitted proposal, no later than 4:00 p.m. on Tuesday, September 4, 2012.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via fax to (956)292-7612 or via email to: cris.villarreal@co.hidalgo.tx.us .

Signed: Ken R. Euler

Printed Name: Ken R. Euler

Title: Membership Sales Manager

Benefits Agreement

This Agreement for Air Evac Lifeteam Memberships is made and entered into this **6th** day of **November, 2012** between Air Evac EMS, Inc., a Missouri corporation d/b/a Air Evac Lifeteam (AEL), P.O. Box 948, West Plains, MO 65775, and County of Hidalgo, Texas. 1615 S. Closner, Suite J, Edinburg, Texas 78539, a Texas government entity.

WHEREAS; Air Evac Lifeteam is in the business of providing air ambulance services and, in connection therewith, providing Air Evac Lifeteam Memberships.

WHEREAS; The County of Hidalgo desires to make Air Evac Lifeteam memberships available to its employees as an optional payroll deduct benefit.

THEREFORE, The Parties agree as follows:

SERVICE OFFERING

The County of Hidalgo will make available to its employees, as a payroll deduction benefit, the Air Evac Lifeteam Membership, Membership Terms and Conditions as outlined in Appendix A.

Air Evac Lifeteam will notify the designated county representative in writing of any changes to the cost and / or the Terms and Conditions of the membership benefits thirty (30) days prior to the changes taking place.

SERVICE COST

The monthly cost to the employees of Hidalgo County who elect to participate in the outlined plan shall be as follows:

149 or less employees participating - $6.00 / Month / Employee
150 or more employees participating - $5.00 / Month / Employee

The Air Evac Lifeteam Membership will cover the employee and all persons living in the same household as the employee, as listed on the employee's application.

SERVICE ENROLLMENT

Air Evac Lifeteam shall provide assistance with all initial and new hire enrollments as needed, including but not limited to the local Membership Sales Manager assisting with the County of Hidalgo open and re-occurring benefits enrollments

County employees may enroll or discontinue the Air Evac Membership at any time. Employees discontinuing membership will receive benefit through the "paid up" term from the last payment paid to AEL. Refunds are not given for remaining paid term beyond date of employee's request for discontinuance.

An employee's membership will be effective upon Air Evac Lifeteam's receipt of this Agreement signed by the County, payment as provided herein and the employee's completed membership application.

SERVICE BILLING

Hidalgo County will remit a list of participating employees with a corresponding check for all participating employees once each month.

Payroll deductions will begin on December 14, 2012 and the effective date of all memberships will begin when the first check is submitted and received by Air Evac Lifeteam. The effective date is defined as the first day the member is eligible for benefits.

SERVICE TERMS

The term of this agreement shall be for one year, with the County's option to renew for two (2) additional one (1) year terms unless cancelled by either party prior to the renewal date. Renewal rates (if any) are to be provided to Hidalgo County ninety (90) days prior to anniversary date.

This Agreement may be terminated by either party upon 30 days written notice to the other party.

Approved by Commissioners Court on:_____,

The Honorable Ramon Garcia
Hidalgo County Judge
1615 S. Closner, Suite J.
Edinburg, TX. 78539

Vice President of Membership
Keith Hovey
Air Evac EMS, Inc.
d/b/a Air Evac Lifeteam
PO Box 948
West Plains, MO 65775

County of Hidalgo

_____
Ramon Garcia, County Judge

_____
Date

Air Evac EMS, Inc.

_____
Keith Hovey, VP of Membership

_____
Date

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

APPROVED AS TO FORM:
ATLAS & HALL, LLP

By:_____
Stephen L. Crain

AI-35035 **Purchasing Department 19. A. 4.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Martha L. Salazar **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of the evaluation of the sole proposal received from Vazaldua and Associates for the purpose of ranking by CC as "qualified" so as to proceed with the next phase of the process for: " Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program" (RFP No.: 2012-226-10-24-CGA);

b. Approval of the final negotiated contract between Hidalgo County (with concurrence by 370th District Courrt) and Vazaldua and Associates for "Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1286-421-25-007-002-3-350

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

BUDGETARY IMPACT:

Funds available as of 11-2-12.

Attachments

Grid
Judge's Approval
Memo-BAFO
Contract 12-226
Legal's Approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/02/2012 10:26 AM
Budget & Management	Merlen P. Munoz	11/02/2012 10:38 AM
Ivan Cantu	Ivan Cantu	11/02/2012 02:24 PM
Auditor's Office	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Gricelda Villarreal Started On: 10/31/2012 09:45 AM

Final Approval Date: 11/02/2012

SCORING GRID

RFP NO: 2012-226-10-24-CGA

"Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services for Hidalgo County"

Evaluator:	Participant:	Score:
Judge Noe Gonzalez	Vazaldua And Associates	100

From:	Alicia Salinas
To:	Cris Villarreal
Subject:	Re: Proposal Cost
Date:	Thursday, November 01, 2012 10:36:14 AM
Importance:	High

JUDGE HAS ACCEPTED PROPOSED COST . IT IS IN LINE WITH GRANT BUDGET AND WILL HAVE NO CHARGE TO ANY COUNTY FUNDS. TKS

---- Original Message ----
From: "Cris Villarreal" <cris.villarreal@co.hidalgo.tx.us>
Sent: 10/31/2012 9:49:08 PM
To: "'Alicia Salinas'" <alicia.salinas@co.hidalgo.tx.us>
Subject: Proposal Cost

Alicia,

Please advise Judge Gonzalez regarding this email in reference to the cost of the proposal. If Judge Gonzalez is satisfied with the proposed fee submitted by Vazaldua and Associates, please respond by email by no later than 5:00p.m. today of his recommendation to accept fees so as to proceed with advising participant of a "Best and Final Offer". (This is a standard procurement process for all proposals.)

Thank you,

Cris Ayala

Gricelda (Cris) Ayala, Buyer III

Hidalgo County Purchasing Department

Ph.: (956) 318-2626 or (956) 292-7000 Ext. 4867

Fax: (956) 292-7612

email: cris.villarreal@co.hidalgo.tx.us

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

MEMORANDUM

To: Paul Vazaldua
d/b/a Vazaldua and Associates

Via email: paulmv555@yahoo.com

From: Martha L. Salazar, Purchasing Agent
Hidalgo County Purchasing Department
C/O Cris, Ayala, Buyer III

Date: October 31, 2012

Re: Negotiation Process for - RFP- 2012-226-10-24-CGA "Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services", project.

Please be advised that your firm has been selected to enter into negotiations for Contract with County of Hidalgo to provide services for the above referenced project.

We request that you submit your best and final offer based on your submitted proposal, no later than 4:00 p.m. on Thursday, November 1, 2012.

We ask that you approve by signing below acknowledgment of receipt with commitment to submit by deadline and return via fax to (956)292-7612 or via email to: cris.villarreal@co.hidalgo.tx.us .

Signed: Paul M Vazaldua

Printed Name: Paul M. Vazaldua, Jr

Title: Owner

Best and final offer is $124,026.99
One hundred twenty four thousand twenty six & ninety nine

Paul M Vazaldua

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-226-11-06

THIS CONTRACT is made and entered into this **6th** day of **November, 2012** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Paul M. Vazaldua Jr., d/b/a Vazaldua and Associates** a Texas (Individual) Corporation. ("Company").

WHEREAS, Company responded to advertised notices for bids for "**Turnkey Solutions for Middle and High School Digital Credit Recovery And Life Skills Program Services**" (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as bid, a copy of such specifications and proposal being attached hereto as Exhibits "A" and "B" (Vendors Proposal) respectively, and incorporated herein for all purposes (the "RFP Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term

of this Contract, and shall be obligated to render and provide the services in accordance with the Scope of Services within **Hidalgo County** following a request for Services by the **Department Head, 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.

3. This Contract shall be for a period beginning **November 6, 2012** and ending on **June 30, 2013** and may be extended at the sole discretion of County for an additional one (1) year period, contingent upon availability of funds, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the

County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: **The County of Hidalgo**
Attn: County Judge
1615 So. Closner, Ste. J
Edinburg, Texas 78539

If to Company **Paul M. Vazaludua Jr.**
d/b/a Vazaldua & Associates
205 W. Iris
McAllen, Texas 78501

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 either party without cause upon thirty (30) days written notice.

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

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon 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).

WITNESS our hands in duplicate originals this_____ day of _____, 2012.

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Vazaldua & Associates
By:_____
Printed Name:_____
Title:_____

APPROVED AS TO FORM:
Atlas & Hall, LLP

By:_____
Stephen L. Crain

EXHIBIT "A"

SCOPE OF WORK/REQUIREMENTS

EXHIBIT A

REQUIREMENTS/SCOPE OF SERVICES

REQUEST FOR PROPOSAL

"Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services for Hidalgo County"
(NIGP CODE: 918-38)

REQUEST FOR PROPOSAL

"Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services for Hidalgo County"

RFP NO: 2012-226-10-24-CGA

OVERVIEW:
Hidalgo County (hereinafter referred to as "COUNTY") is soliciting proposals for "**Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services for Hidalgo County**". The scope of the work/services will encompass all aspects of Hidalgo County and requires extensive knowledge and experience with online credit recovery programs. The information provided in the Request for Proposals (hereinafter referred to as "RFP") is only to be used for the purpose of preparing a proposal for "**Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services for Hidalgo County**".

Request For Proposals will be accepted until **9:30 A.M., Wednesday, October 24, 2012. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

Deliver Submittal to:
RFP Number: 2012-226-10-24-CGA

US Postal Mail Address:	Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request For Proposals:

SECTION I -GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:	**Physical Address:**
Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2812 S. Business Hwy 281 Edinburg, Texas 78539	Martha L. Salazar, CPPB, Purchasing Agent Hidalgo County Purchasing Department Administration Building 2802 S. Business Hwy. 281 Edinburg, Texas 78539

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN Wednesday, October 17, 2012 at 5:00 P.M. at (956) 292-7612 or via email to cris.villarreal@co.hidalgo.tx.us . Responses will be sent to all applicants via facsimile or via email by Friday, October 19, 2012. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: (IF APPLICABLE)
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering sealed proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
Any subcontracting must be approved the written consent of the Commissioners' Court of Hidalgo County and must be of a support nature only.

ASSIGNMENT OF CONTRACT:
Awarded firm must be capable of rendering the services required and requested by Hidalgo County.

The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

TERM OF CONTRACT:
It is intended that the "Term" of the contract will be effective upon approval of contract thru June 30, 2013 with Hidalgo County's option to extend for an additional one (1) year contingent upon availability of funds.

Hidalgo County has the option to extend the contract for an addition sixty (60) day grace period at the end of the contract terms due to any unforeseen delay.

DAVIS BACON ACT: (If Applicable)
All selected and awarded firms are required (if applicable) to adhere to the Davis-Bacon Act.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of **one (1) original and seven (7) copies** of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
Hidalgo County is soliciting to contract with a company/firm who is experience/qualified to provide a turnkey solution for digital middle and high school credit recovery and life skills program services. Credentials qualifications to perform necessary services must be submitted including but not limited to the following:

- Must have graduated from an accredited college or university with a Bachelors degree in Education, Social Sciences or related field;
- Must have the ability to operate an online credit recovery software;
- Must have at least five (5) years experience in working with juveniles who have altercations with the law;

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided. Information regarding the firm's credentials, education and experience with online credit recovery software program services is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licensed, registrations, permits, and certifications as required by the State Of Texas and/or Hidalgo County that you possess that deem you as a qualified.

If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

SCOPE OF SERVICES:
Hidalgo County is soliciting to contract a firm/company that will provide a turnkey solution for recruitment of thirty-two (32) juveniles and/or young adults who have altercations with the law in Hidalgo County. Participants are to be referred by the courts and assigned high school credit recovery and life skills program as a condition of probation due to the inability to enroll in the public school system due to expulsion and other supportive services, including, but not limited to the following:

PHASE I:
- Proposer must work closely with Hidalgo County Courts to identify referrals, manage participants.
- Proposer must provide a detailed work plan that displays potential locations where referred participants can have on-line access where program participation can engage in digital learning skills and on-line tutoring.
  - Public locations within Hidalgo County may include but not limited to :
    - Community Centers;
    - Public libraries;
    - Local business which provide free WiFi access;

PHASE II:
Proposer must provide a minimum of ten (10) workshops in the duration of the program for the thirty-two (32) participants which include the following:
- Topics that will focus on improving self esteem;
- Identifying hidden talent and motivation;
- Educational planning;

PHASE III:
- Proposer must provide reports to the court on progress of each participant.
- Proposer must by the end of the program show a progress of at least two (2) participants to accomplish graduation;

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a fee based on the scope of services/work.

NUMBER OF COPIES TO BE SUBMITTED:
Hidalgo County requires one (1) original submittal and seven (7) copies.

All costs and expenses associated with the preparation and submission of (bids, proposals, qualifications and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County / Hidalgo County.

SECTION III – SELECTION/EVALUATION/RANKING

SELECTION/EVALUATION/RANKING PROCESS:
The evaluation consists of a 100-point scoring system based on the "Evaluation Criteria" Exhibit B. The participants will be ranked after evaluations and presented to Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFP. RFP submittal evaluation will be based on the criteria outlined below.

(A) Evaluation Committee selected by Hidalgo County Commissioner's Court, Elected Official or User Department will review, score and evaluate the RFP's received in response to this "Request for Proposals".

(B) After the RFPs have been reviewed, scored and evaluated, a grid will be presented Commissioner's Court for the purposes of ranking.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County.

1. **QUALIFICATIONS/CREDENTIALS: (40 Points)**
   The firm/proposer(s) should provide information related to its qualifications and experience. The firm/proposer(s) must be registered and licensed to practice in the State Of Texas. Must provide a copy of current certificates, licenses, etc., and/or any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services as required.

2. **COST: (25 points)**
   Provide a fee proposal that is consistent as requested in scope of services and requirements herein.

3. **EXPERIENCE/STAFFING: (20 points)**
   The firm/proposer(s) should provide as much background information as to it's experiences in dealing with juvenile programs and court programs. Participant must list all experienced staff who will be assigned to provide educational services, training and workshops for the court referred participants".

4. **ABILITY TO PROVIDE ALL REQUIRED SERVICES: (15 points)**
   The firm/proposer(s) should have the ability to provide all services as described in the RFP as well as a work plan for accommodation of a minimum of thirty-two (32) court referred participants.

NEGOTIATION PROCESS:
Compliance with all requirements, the most cost productive, qualified, experience, efficient and effective plan will be reviewed and considered for award. Emphasis will be placed on qualifications, experience and capability to perform the services as well as meeting the needs of the "Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program Services for Hidalgo County". Accuracy and completeness are essential. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"

PROPOSAL PAGE

EXHIBIT B
PROPOSAL FEES
PROJECT COST

November	December	January	February	March	April	May
$74,289.57	$8,289.57	$8,289.57	$8,289.57	$8,289.57	$8,289.57	$8,289.57
					Total	$124,026.99

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/19/2012

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	CONTACT NAME: San Juanita Palacios
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS: sanjuanita@montalvoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Beazley Insurance Company Inc.	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Paul M.Vazaldua Jr.
DBA Vazaldua & Associates
205 W. Iris
McAllen TX 78501

COVERAGES **CERTIFICATE NUMBER:** CL12101901091 **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 Liability Miscellaneous-Claims Made			V13123120101	10/15/2012	10/15/2013	Each Claim/Aggregate for policy period. Ded $1000 each claim	1,000,000/ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/19/2012

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
Quirk & Company
P.O. Box 792030
San Antonio, TX 78279

www.quirkco.com

CONTACT NAME:
PHONE (A/C, No, Ext): 210.342.9421 FAX (A/C, No): 210.340.4075
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Western World Insurance Company	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Paul M. Vazaldua, Jr.
DBA Vazaldua & Associates
205 W. Iris
McAllen, TX 78501

COVERAGES **CERTIFICATE NUMBER:** 14436585 **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			NPP8126649	10/15/2012	10/15/2013	EACH OCCURRENCE	$ 1,000,000
	✓ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
	☐ CLAIMS-MADE ✓ OCCUR						MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ Not Covered
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ Not Covered
	✓ 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? ☐ N / A						E.L. EACH ACCIDENT	$
	(Mandatory In NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Robert Quirk

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/21/2012

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	CONTACT NAME: Oscar Martinez	
Connect Insurance 905 W FM 495 Ste 4 San Juan , TX 78589	PHONE (A/C, No, Ext): 956-782-8191	FAX (A/C, No): 956-783-9413
	E-MAIL ADDRESS: jeremy.pool@connectmyinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : TAPCO	
INSURED PAUL VAZALDUA DBA: VAZALDUA AND ASSOCIATES 205 W Iris Ave Mcallen, TX 78501-1871	INSURER B : AFFIRMATIVE	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER: 00019914-5563** **REVISION NUMBER: 5**

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	N	N	GXIDP-U	09/21/2012	09/21/2013	EACH OCCURRENCE	$	1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$	100,000
	[X] CLAIMS-MADE [ ] OCCUR						MED EXP (Any one person)	$	5,000
							PERSONAL & ADV INJURY	$	1,000,000
							GENERAL AGGREGATE	$	2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$	2,000,000
	[X] POLICY [ ] PRO-JECT [ ] LOC							$	
B	AUTOMOBILE LIABILITY	Y	N	0006713240000	09/21/2012	09/21/2013	COMBINED SINGLE LIMIT (Ea accident)	$	500,000
	[ ] ANY AUTO						BODILY INJURY (Per person)	$	
	[ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	[ ] HIRED AUTOS [ ] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$	
							UNINSURED/UNDER	$	500000
	[ ] 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	$	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Hidalgo County is named as additional insured as respects to general and auto liability, as required by written contract.

Scheduled Autos Chevrolet Equinox VIN# 2CNALBEC7B6232854
Chevrolet Camaro VIN# 2G1FK1ES7B9116549

CERTIFICATE HOLDER	CANCELLATION
COUNTY OF HIDALGO	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 (OMA)

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From:	Martha Salazar
To:	gricelda.villarreal@co.hidalgo.tx.us; "Cris Villarreal"
Subject:	FW: Service Contract for Digital Credit Recovery Program
Date:	Friday, November 02, 2012 10:54:49 AM
Importance:	High

Good Job. Please attach to Agenda Item so I can move on.

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, November 01, 2012 5:27 PM
To: 'Martha Salazar'
Subject: RE: Service Contract for Digital Credit Recovery Program

The draft contract is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, November 01, 2012 3:42 PM
To: 'Steve Crain'
Cc: 'Cris Villarreal'
Subject: FW: Service Contract for Digital Credit Recovery Program
Importance: High

Mr. Crain

For your review and comments, please find proposed agreement for Service contract for 370th District Court.

Should you have any questions related to this matter, do not hesitate to contact me. Thank you

---

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Thursday, November 01, 2012 3:16 PM
To: 'Martha L. Salazar'
Subject: Service Contract for Digital Credit Recovery Program
Importance: High

Ms. Marty,
Attached is the Service Contract, Requirements (Exhibit A) and the Proposal by Vazaldua and Associates. Please forward to legal counsel for review and advise.

Thank you,

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext. 4867
Fax: (956) 292-7612
email: cris.villarreal@co.hidalgo.tx.us

AI-34894 **Purchasing Department 19. A. 5.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Martha L. Salazar **Submitted By:** Yvette Islas, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting Authority to advertise and approval of qualifications, requirements, and scope of services as attached hereto for: "Hidalgo County Pool of Professional Services" for the following:

a. Architectural Services (RFQ No. 2013-001-12-05-YSI)
b. Engineering Services (RFQ No. 2013-002-12-05-YZV)
c. Engineering Services Geotechnical & Construction Material Testing (RFQ No. 2013-003-12-05-SMA)
d. Appraiser Services (RFQ No. 2013-004-12-05-SGS)
e. Surveyor Services (RFQ No. 2013-005-12-05-MEG)

for selection on an "as needed basis" (through a grading/scoring, ranking, negotiation protocol - as established by CC) per project by Hidalgo County Commissioners Court, Precincts, all County Departments and/or applicable Programs or Agencies requiring said services effective February 09, 2013 for a period of one (1) year.

BACKGROUND

This is a County wide project and funding would need to be available and budgeted by user department. Pool of Professional Services will include all funding sources (i.e. R&B, CIP, CAP, General Fund, All Grants, etc) from all County Departments, Programs, and Entities.

Proposed schedule of events:
Advertisement Dates:
1st November 10, 2012
2nd November 17, 2012
3rd November 24, 2012

RFQ Due Date: December 05, 2012

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** various

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

BUDGETARY IMPACT:

Used on an as needed basis. No funding required at this phase of procurement process.

Attachments

Professional Architectural Services Pool
Professional Engineering Services Pool
Professional Engineering-Geotechnical & Construction Materials Testing Pool

Professional Appraisers Services Pool

Professional Surveyors Services Pool

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/31/2012 10:54 AM
Budget & Management	Merlen P. Munoz	10/31/2012 10:57 AM
Rosalinda Cantu	Rosie Cantu	11/02/2012 09:54 AM
Auditor's Office	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Yvette Islas Started On: 10/23/2012 04:41 PM

Final Approval Date: 11/02/2012

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

November 13, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Architectural Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2013-001-12-05-YSI

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ysi

Enclosures

DRAFT

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Architectural Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2013-001-12-05-YSI

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment B –Procurement Form –Areas of Specialization	1
5.	Exhibit B, Evaluation Criteria	3
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

DRAFT

Martha L. Salazar, CPPB, Purchasing Agent

November 13, 2012
Date

DRAFT

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Architectural Services Pool"

RFQ NO: 2013-001-12-05-YSI

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Yvette S. Islas, Buyer III
(956) 292-7000 Ext. 4874
yvette.islas@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Architectural Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ – 2013-001-12-05-YSI-"HIDALGO COUNTY (Including all funding sources, programs, and entities)*** **Professional Architectural Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 05, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualifications are determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Architectural Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code,

item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 05, 2012**
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY APPROVED HOLIDAYS *PENDING APPROVAL*

2013 YEAR	
New Year's Day	12/31/12 and 01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	04/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Columbus Day	10/14/13
Veteran's Day	11/11/13
Thankgiving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance~~

~~of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is

released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

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27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Architectural Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

REQUEST FOR QUALIFICATIONS

PROFESSIONAL ARCHITECTURAL SERVICES POOL

RFQ No.: 2013-001-12-05-YSI

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The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Architectural firms in order to establish a pre-qualified pool of Architects on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Architects will be for a period starting **February 9, 2013 and ending February 8, 2014**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Professional Architectural Services Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)**-Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 05, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed and clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

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

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any

purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT: Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION: Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT: Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's: Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY: Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT: Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS: It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yvette.islas@co.hidalgo.tx.us BY NO LATER THAN Monday, November 19, 2012 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, November 21, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS: In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink**.

WAIVING OF INFORMALITIES: Hidalgo County reserves the right to waive minor informalities or

technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING: The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL: The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: All selected and awarded firms are required to include to the Davis-Bacon Act when advertising and developing project specifications when applicable.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS: The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT: This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS: The County of Hidalgo is seeking to contract with a competent architectural firm(s),that has had experience in, but not limited to, the following areas:

- General Design and Construction
- Federal, State and County-funded construction projects
- Projects located in this general region of the state

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

PERSONNEL AND STAFFING: The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL: This section will contain any current AMERICAN INSTITUTE OF ARCHITECTS, licenses. The architectural firm(s) should include copies of their current Professional Liability Insurance.

SCOPE OF SERVICES: The architectural services contract will encompass all project-related architectural services to the County of Hidalgo including, but not limited to, the following:

A.
- Building Design
- Plans, drawings and specifications
- Preparation of the Bid Packet

B.

- Construction Contract Management
- Conduct all Field Testing and Inspections
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

Additionally, this section should include, but not be restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

1. Copy of current license certification with state seal
2. History of architectural certification from the Texas Board of Architectural Examiners.
3. General list of construction projects within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

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SECTION III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS: The evaluation system consists of a 100-point system.

1. Professional Qualifications of Team (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..

Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Team/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.

Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be a certified AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resume must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years, etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.

Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

The statement of qualifications shall include the following:

* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Architectural services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, or Elected Official, or User Department, in need of Professional Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

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2. A grid of the scores will be presented to Commissioners' Court for the purpose of ranking and approval for the Purchasing Department to enter into negotiations with the number one (1) ranked firm.

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

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ATTACHMENT "B"
PROCUREMENT FORM-AREAS OF SPECIALIZATION
HIDALGO COUNTY-PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ NO: 2013-001-12-05-YSI

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Architect's Registration No.:	_____

Area of Specialization:			
	Design and Construction of Multi-Level Parking Structures		Design for New Construction
	Pre-Design Services		Design for Alterations/Renovations
	Space Planning		Interior Design
	Needs Assessment		Programming
	ADA Compliance		Forensic Studies
	Code Analysis		Cost Estimating
	Master Planning		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

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EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2013-001-12-05-YSI

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. Professional Qualifications of Firm (25)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, or other clients as stated in the Request For Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

Minimum Qualifications - One (1) A.I.A. with educational background or strong experience in, but not limited to, General Building Design and Construction; structural planning and design; needs assessment; interior design; etc..
Preferred Qualifications - One (1) A.I.A. with educational background and strong experience in, but not limited to, General Building Design and Construction; structural design; needs assessment; interior design; etc., who has designed and constructed various projects in the area.

2. Experience of Project Firm/Ability to Commit Resources (25)

In addition to the Project Manager and the Professional Firm Member(s), the provider shall designate experienced technical staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project Firm composition, project leadership, reporting responsibilities and address how sub-providers will fit into the management structure. Resumés of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of various projects proposed as similar work experience.

Minimum Qualifications - One technical staff member shall have five (5) years experience working on various projects.
Preferred Qualifications - One technical staff member shall have ten (10) years experience working on various projects in the area.

3. Experience/Availability of Project Manager (20)

The Project Manager must be an AIA, have adequate experience in managing varied projects of a similar nature and scope and shall be a professional Architect registered in the State of Texas; the project manager's resumé must be included in an appendix. Scope of relative projects must be included as well.

In the following criteria for minimum and preferred qualifications, one year, two years,

etc. experience need not consist of continuous work but may be made up of discontinuous periods of full-time work adding up to the equivalent years of full-time experience.

Minimum Qualifications - The project manager must have managed two (2) different types of projects and must be personally involved with 50% of the technical development of the projects.
Preferred Qualifications - The project manager must have managed five (5) different types of projects; plus be 85-100% personally involved with the technical development of the projects.

4. Understanding of Project (20)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
* Response is Clear
* Response is Well Organized
* Easy to Evaluate
* Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..
Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. Familiarity with Applicable Rules and Regulations (10)

The RFQ should indicate through past experience of the proposed Firm that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.
Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

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EVALUATION CRITERIA
EXHIBIT "B"
PROFESSIONAL ARCHITECTURAL SERVICES POOL
RFQ No. 2013-001-12-05-YSI

Selection Criteria	Points	Score
1. Firm's Qualifications (25 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provide information on proposed professional Firm experience	5	
➢ One (1) A.I.A educational background (in General Building Design & Construction, (plans, drawings & specifications, structural planning & design in various projects in the area).	10	
Comments/Rationale For Points:		TOTAL _____
2. Firm's Experience of Project (25 pts maximum)		
➢ Designate management structure with Resumes of the key technical staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ One technical staff member with five (5) years experience	5	
➢ One technical staff member with ten (10) years experience	5	
Comments/Rationale For Points:		TOTAL _____
3. Availability & Experience of Project Manager (20 pts maximum)		
➢ The Project Manager must be an AIA with adequate experience in similar nature and scope	5	
➢ Must be a Professional Architect registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project (20 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
Comments/Rationale For Points:		TOTAL _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Project Name:_____ Department:_____

Firm/Participant Name:_____

Evaluator's Signature/Name:_____ Date: _____

SAMPLE

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING
FOR "PROFESSIONAL ARCHITECTURAL POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify _____
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ Date:_____ Other: _____

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ or are Certificate(s) attached?: Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):_____

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.: _____

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 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. *If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.*

Social security number
___ ___ ___ – ___ ___ – ___ ___ ___ ___

or

Employer identification number
___ ___ – ___ ___ ___ ___ ___ ___ ___

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here | **Signature of U.S. person ▶** | **Date ▶**

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note. *If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.*

For federal tax purposes you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

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, or

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or

3. The IRS tells the requester that you furnished an incorrect TIN, or

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.

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 social security card. 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 social security card 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/online/ss-5.pdf*. 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.)

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, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ARCHITECTURAL SERVICES POOL

RFQ No.: 2013-001-12-05-YSI

RFQ SUBMITTAL CHECK LIST

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

Signature _____ Date _____

DRAFT

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

November 12, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Engineering Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2013-002-12-05-YZV

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/yzv

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Engineering Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2013-002-12-05-YZV

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3.	Exhibit A, Requirements	9
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5.	Attachment B –Procurement Form –Areas of Specialization	1
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7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 12, 2012
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

RFQ NO: 2013-002-12-05-YZV

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DRAFT

Project Buyer Contact Information:

Yolanda Velasquez, Buyer III
(956) 292-7000 Ext. 4867
yolanda.velasquez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "**HIDALGO COUNTY** (Including all funding sources, programs, and entities) **PROFESSIONAL ENGINEERING SERVICES POOL***"*, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ No.: 2013-002-12-05-"HIDALGO COUNTY (Including all funding sources, programs, and entities)* PROFESSIONAL ENGINEERING SERVICES POOL*",*** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 05, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) PROFESSIONAL ENGINEERING SERVICES POOL"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
- Discount payments will be considered when offered.

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- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 05, 2012**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

16. HIDALGO COUNTY HOLIDAYS-(PENDING CC APPROVAL)

2013 YEAR	
New Year's Day	12/31/12 and 01/01/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	01/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Columbus Day	10/14/13
Veteran's Day	11/11/13
Thanksgiving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the~~

~~receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. “Private Communication” means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539, Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an

employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like

services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

DRAFT

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2013-002-12-05-YZV

DRAFT

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Professional Engineering firms in order to establish a pre-qualified pool of Engineers on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Engineers will be for a period starting **February 9, 2013 and ending February 08, 2014**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"PROFESSIONAL ENGINEERING SERVICES POOL"-HIDALGO COUNTY** (including all funding sources, Programs, and Entities as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 05, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request For Qualifications:

SECTION I - GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number *2012-002-12-05-YZV* **, Project Title** *Professional Engineering Services Pool***, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

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

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services

from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS: Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to yolanda.velasquez@co.hidalgo.tx.us NO LATER THAN Monday, November 19, 2012** at 5:00 p.m. Responses will be sent to all applicants by **Wednesday, November 21, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in blue ink**.

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful submitter may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II - RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent engineering firm(s), registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway, Bridge and General Design and Construction
- Federal, State and County-funded construction projects
- Solid Waste related projects
- Mechanical Engineering Projects

Additionally, this section should include a description of the firm's project personnel and their most recent (and varied) projects. For each project, a client contact name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to 5 pages.

What does your firm specialize in?_____

Minimum experience: Years? _____ Projects? _____

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications and assurance as required by the STATE OF TEXAS. The engineering firm(s) should include copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The engineering services contract will encompass all project-related engineering services to the County of Hidalgo including, but not limited to, the following:

A.
- Route and Design Studies
- Social, Economic, Environmental Studies and Public Involvement
- Right of Way Maps and Data
- Utility Adjustments
- Surveying
- Pre-Design

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B.

- Roadway Design
- Drainage Design
- Solid Waste
- Signing, Markings and Signalization
- Traffic Control Plans
- Bridge Design
- Plans and Specifications
- Bid Preparation

C.

- Building Design
- Plans, Drawings and Specifications
- Bid Package Preparation

D.

- Construction Contract Management
- Conduct Construction Materials Engineering and Testing Services
- Design for New Construction
- Design for Alterations/Renovations
- Needs Assessment
- ADA Compliance
- Code Analysis
- Cost Estimating

E.

- Soil/Rock and Foundation Studies
- Excavations and Trenches
- Dams and Cut or Filled Slopes

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- Pavements
- Water and Waste Retention/Disposal
- Specialized Testing and Instrumentation

Other Engineering Services include:
Project Development Management, Facility Analysis & Master Planning, Site Planning & Analysis, Roof Design, Parking Design, Security Design, Energy Conservation, Ventilation Design, Acoustical Design, Asbestos Abatement Monitoring, etc.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person(s) to contact regarding the Statement of Qualifications.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities. This should also include the following information:

    1. Copy of current license certification with state seal.
    2. History of engineering certification from the State of Texas.
    3. List of projects related to the subject areas within the past year.

C. List of in-State references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Statement regarding an Affirmative Action Program.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

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PART III – SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **PROFESSIONAL QUALIFICATIONS OF PROJECT TEAM**
   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities, irrigation districts, TX DOT or other clients as stated in the Request for Qualifications. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
   In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person. must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**
   The proposal shall include the following:

   * demonstrate an understanding of the scope of services
   * address appropriate Federal/State/Local regulations and policies
   * identify information to be gathered or obtained

   Responsiveness to RFQ:
   - Response is Clear;
   - Response is Well Organized;
   - Easy to Evaluate;
   - Appropriate to this RFQ

   The firms should provide as much background information as to it's experience in providing

similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**
The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Engineering services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Engineering Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firm, thereafter, will review, score and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications;

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firm(s) will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm.

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EXHIBIT B

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL ENGINEERING SERVICES POOL"

2013-002-12-05-YZV

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EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. PROFFESIONAL QUALIFICATIONS OF PROJECT TEAM (20)

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects shall be identified in the organizational chart. Team members shall have experience in performing various types of contract for counties, cities, irrigation districts, or other clients as stated in the Request for Qualifications (RFQ). A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix.

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (25)

In addition to the Project Manager and the Professional Team Member(s), the provider shall designate experienced engineering staff to completely and efficiently perform the work, either through their own personnel, sub-providers or commitment to hire additional staff. The proposal shall identify the project team composition, project leadership, reporting responsibilities and address how sub-providers, if any, will fit into the management structure. Résumés of the key technical staff members, limited to two (2) pages per person, must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience.

3. METHODOLOGY (20)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25)

The proposal shall include the following:
* demonstrate an understanding of the scope of services
* address appropriate Federal/State/Local regulations and policies
* identify information to be gathered or obtained

Responsiveness to RFQ:
- Response is Clear;
- Response is Well Organized;
- Easy to Evaluate;
- Appropriate to this RFQ

The firms should provide as much background information as to it's experience in providing similar services to State, City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required).

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EVALUATION CRITERIA
PROFESSIONAL ENGINEERING SERVICES POOL
RFQ No. 2013-002-12-05-YZV

Selection Criteria	Points	Score
1. Professional Qualifications of Project Team (20 pts maximum)		
➢ Registered and licenses to practice in the State of Texas (i.e. certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract)	10	
➢ Provides information on proposed professional Team qualifications to perform various types of contracts	5	
➢ Team members identified in the organizational chart.	5	
Comments/Rationale For Points:		TOTAL _____
2. Experience of Project Team/Ability to Commit Resources (25 pts maximum)		
➢ Designate engineering staff members in an appendix form	5	
➢ Identifying the project composition, project leadership, reporting responsibilities	10	
➢ Experience of engineering staff to completely and efficiently perform the work.	10	
➢		
Comments/Rationale For Points:		TOTAL _____
3. Methodology/Experience/Availability of Project Manager (20 pts maximum)		
➢ Firm's approach to the methodology and management to the scope of services for the project(s).	5	
➢ Must be a Professional Engineer registered in the State of Texas and must be included in Appendix	5	
➢ Project Manager must have five (5) types of projects plus be 85-100 % involvement with technical development of project	10	
Comments/Rationale For Points:		TOTAL _____
4. Understanding of Project/Similar Projects (25 pts maximum)		
➢ Demonstrate and understanding of the scope of services	5	
➢ Address appropriate Federal/ State/ Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate, and appropriate to this RFQ.	5	
➢ Reference Information including contact persons and telephone numbers.	5	
Comments/Rationale For Points:		TOTAL _____
5. Familiarity with Applicable Rules and Regulations (10 pts maximum)		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guideline, standards, and policies	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Firm/Participant's Name:_____

Evaluator: _____Department: _____

Project Name:_____Date:_____

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PROCUREMENT FORM
ATTACHMENT "B"
HIDALGO COUNTY-PROFESSIONAL ENGINEERING SERVICES POOL
RFQ NO: 2013-002-12-05-YZV

Name and Address of Firm:	_____ _____ _____
Principals of Firm and Titles:	_____ _____ _____
Firm's Registration No.:	_____

Area of Specialization:

	Civil Engineering		Electrical Engineering
	Structural Engineering		Highway Engineering
	MEP Engineering (Mech/Elec/Plumb)		
	Mechanical Engineering		
	Environmental Engineering		

Local References (Rio Grande Valley) List Four (4) Only:

Reference #1: _____

Reference #2: _____

Reference #3: _____

Reference #4: _____

Recent Projects (Within Two [2] Years) List Four (4) Only:

Project #1: _____

Project #2: _____

Project #3: _____

Project #4: _____

Submitted By: _____

Signature: _____

Typed Name: _____

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EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other**: _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

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.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL ENGINEERING SERVICES POOL

RFQ No.: 2013-002-12-05-YZV

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "B" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

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

November 13, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"***Professional Engineering Services-Geotechnical and Construction Materials Testing Pool***"
RFQ No.: 2013-003-12-05-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

ITEM	DESCRIPTION	NO. OF PAGES
1.	Request for Qualifications Letter	**1**
2.	Request for Qualifications, Legal Notice	**9**
3.	Exhibit A, Requirements	**8**
4.	Attachment A- Schedule of Services and Related Fees	**4**
5.	Exhibit B, Evaluation Criteria and Evaluation Form	**2**
6.	Exhibit C, Insurance Requirements,	**4**
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	**1**
8.	Exhibit E, Proposer's Affidavit	**1**
9.	Vendor/Bidder Application and W-9 form	**6**
10.	Certification Regarding Debarment	**1**
11.	RFQ Submittal Check List	**1**

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

_____ November 13 , 2012

Martha L. Salazar, CPPB, Purchasing Agent — Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

DRAFT

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) *"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, seven (7) copies** of all qualifications and **two (2) CDs in PDF Format** are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ–2013-003-12-05-SMA-"HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, December 05, 2012.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

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their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) *Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",***
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

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- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 05 , 2012**
Award of Contract:	2013
Commence Work or Deliver Products:	2013

16. HIDALGO COUNTY HOLIDAYS (pending approval from CC)

2013 YEAR	
New Year's Day	**12/31/12 and 01/01/13**
Martin Luther King Day	**01/21/13**
President's Day	**02/18/13**
Good Friday	**03/29/13**
Easter	**04/01/13**
Memorial Day	**05/27/13**
Independence Day	**07/04/13**
Labor Day	**09/02/13**
Columbus Day	**10/14/13**
Veteran's Day	**11/11/13**
Thanks Giving Day	**11/28/13 and 11/29/13**
Christmas Day	**12/24/13 and 12/25/13**

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT~~:

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

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- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any

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procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or
appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539CHidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

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- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

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27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-
Geotechnical and Construction Materials Testing Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

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The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2013 and ending February 8, 2014**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICES GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL" RFQ NO: 2013-003-12-05-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 05, 2012.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be sealed, clearly marked and/or labeled with the Company's name, RFQ No.: 2013-003-12-05-SMA Project Title *Professional Engineering Services-Geotechnical and Construction Materials Testing Pool***, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:**

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

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

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DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:

Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:

Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

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RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Monday, November 19, 2012 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, November 21, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT (if applicable):
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

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SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will may result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDot Certification

Pre-Certification by TX-DOT for State funded **ROADWAY** projects only is preferred, but not required.

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications as required by STATE OF TEXAS.

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SCOPE OF SERVICES:

The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing
d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

GEOTECHNICAL AND CONSTRUCTION MATERIALS TESTING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

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SECTION -III

SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**

   The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**

   The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**

   The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

   - Knowledge, experience, and the equipment to provide the anticipated services
   - Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

   The statement of qualifications shall include the following:

   - demonstrate an understanding of the scope of services
   - address appropriate Federal/State/Local regulations and policies
   - identify information to be gathered or obtained

   ➢ Responsiveness to RFQ:
   - Response is Clear
   - Response is Well Organized
   - Easy to Evaluate
   - Appropriate to this RFQ.

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Minimum Qualifications
The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc.

Preferred Qualifications
The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications
The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications
Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

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ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2013-003-12-05-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only *Refer back to requirements page 8, negotiations process*

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ / Hour
02	Surveying and Sampling Soils for Highways	$ / Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ /Hour
04	HMA Level 1-A Certified Technician	$ / Hour
05	HMA Level 1-B Certified Technician	$ / Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ / Hour
07	ACI Certified Field Grade II Technician	$ / Hour
08	Geotechnical Engineer, P.E.	$ / Hour
09	Geotechnical Engineer, E.I.T.	$ / Hour
10	Secretarial, Report Preparation and Reporting	$ / Hour
11	Logger (In Conjunction with Engineer)	$ / Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$ / Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$ / Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost + %
15	Barge Mobilization and Rental	Cost + %
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ / Foot
17	Borings in Soft Rock	$ / Foot
18	Rock Coring	$ / Foot
19	Standby Time (Drill Rig and Crew)	$ / Foot
20	Grout/ Bentonite Backfill	$ / Foot
21	Dozer/ Clearing Cost	Cost + %
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost + %
24	All Other Outside Expenses	Cost + %
NO.	**DESCRIPTION**	**UNIT COST**
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$ /Day
26	Laptop Computer Rental (w/ Printer)	$ /Wk

SAMPLE

27	Laptop Computer Rental (w/ Printer)	$	/Mo.
28	Concrete Beam Breaker	$	/Day
29	Concrete Beam Breaker	$	/Wk
30	Concrete Beam Breaker	$	/Mo.
31	Vacuum Extractor	$	/Mo.
32	Asphalt Thermometer (Provided w/ Technician)	NC	
33	Miscellaneous Expenses	Cost +	%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**	
	SOILS SECTION		
Tex-100-E	Surveying and Sampling Soils for Highways	$	Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$	Ea
Tex-104-E	Determination of Liquid Limit of Soils	$	Ea
Tex-105-E	Determination of Plastic Limit of Soils	$	Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$	Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$	Ea
Tex-108-E	Determination of Specific Gravity of Soils	$	Ea
Tex-110-E	Part I Sieves thru 40	$	Ea
	Part II Sieves thru 200	$	Ea
	Additional Sieves	$	Ea
Tex-111-E	Minus 200 Sieve Analysis	$	Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$	Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$	Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method)	$	Ea
	Disturbed Soils and Base Materials (Part II)	$	Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$	Ea
Tex-128-E	Determination of Soil pH	$	Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$	Ea
	HOT MIX SECTION		
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$	Ea
	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$	Ea.
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$	Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$	Ea
Tex-203-F	Sand Equivalent Test	$	Ea.

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2013-003-12-05-SMA

TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$ Ea
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$ Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$ Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$ Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$ Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$ Ea
Tex-217-F	Determination of Deleterious Material and Decantation	$ Ea
	Test for Coarse Aggregate	$ Ea
Tex-224-F	Determination of Falkiness index	$ Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$ Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry)	$ Ea
	Sieve Analysis of Fine and Coarse Aggregate (Wet)	$ Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$ Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$ Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$ Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$ Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$ Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$ Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$ Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$ Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$ Ea
Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$ Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$ Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$ Ea

SAMPLE

ATTACHMENT "A"

Engineering Laboratories-Schedule of Services and Related Fees

RFQ NO: 2013-003-12-05-SMA

Tex-460-A	Determination of Crushed Face Particle Count	$ Ea

TEX METHOD	TEST DESCRIPTION	UNIT COST
ASPHALT SECTION		
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$ Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$ Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

➢ Responsiveness to RFQ:
  - Response is Clear
  - Response is Well Organized
  - Easy to Evaluate
  - Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

DRAFT

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	**5**	
Comments/Rationale for points:	**TOTAL**	
	TOTAL SCORE:	

Project Name:: _____

Department::_____

Firm/Participant:Name:_____

Evaluator:_____ Date:_____

DRAFT

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u>
Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (Any one person) PERS & ADV INJURY AL AGGREGATE ODUCTS – COMP/OP AGG	$ $ $ $ $ $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT OTHER THAN AUTO ONLY EA ACC AGG	$ $ $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE AGGREGATE	$ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT**				WC STATU-TORY LIMITS ☐ OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	 $ $ $
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL ***30*** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court;

will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the **APPLICABLE**:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

*** Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.**

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

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

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20_____

Notary Public_____

My commission expires:_____, 20_____.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Proposer/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629, in person or regular mail to: 2802 South Business Hwy 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**

dba Name:

Legal Name:

Mailing Address : **Fax No. ( )**

Physical Address:

City, State, Zip **Tax I.D. No.**

Remit to Address : **City, State, Zip**

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit** _____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify** _____
State Identification No._____ **(Please attached completed W-9 form with this application)**
Federal Identification No. or (if individual) SS No. _____

State of Incorporation: _____ **Date:**_____ **Other**: _____

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify** _____

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:

Less than 125,000 annual gross receipt
Less than 250,000 annual gross receipt
Less than 499,000 annual gross receipt
More than 500,000 annual gross receipt

Disadvantaged Business (At Least 51% Ownership)

Black American
Hispanic American
Asian Pacific American
Native American
Women
Other

Have you been certified as a HUB or an MBE/WBE source?: Yes No

Indicate Certification No.(s): _____ **or are Certificate(s) attached?:** Yes No

What type of product(s) is/are solicited by your company?: _____

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**_____

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:** _____

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: Yes No

If yes, by whom?: Texas Building & Procurement Commission Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: Yes No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: ____% (List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

HUB Subcontractor Name: _____ HUB Status: _____
Certifying Agency (Check all applicable): Texas Building & Procurement Commission Other _____
Address: _____ City: _____ State: _____ Zip: _____
Contact Person: _____ Title: _____ Phone No.: ( )_____
Subcontract Amount: $_____ Description of Work to be Performed: _____

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

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.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2013-003-12-05-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response. .

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

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

November 13, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications - **"Professional Appraisers Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2013-004-12-05-SGS

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

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HIDALGO COUNTY
(All funding sources, programs and entities)
"Professional Appraisal Services Pool"
RFQ No: 2013-004-12-05-SGS

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The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 13, 2012
Date

LEGAL NOTICE

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY

(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2013-004-12-05-SGS

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Appraisers Services Pool"

RFQ NO: 2013-004-12-05-SGS

Acceptance Due Date: **DECEMBER 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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Project Buyer Contact Information:

Sandy Suarez, Buyer II
(956) 292-7000 Ext. 4860
sandy.suarez@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Appraisers Services Pool",** in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. **One (1) original, seven (7) copies** of all request for qualifications (RFQ) and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFQ – 2013-004-12-05-SGS"HIDALGO COUNTY (Including all funding sources, programs, and entities)-"Professional Appraisers Services Pool",** and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 05, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATIONS RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualification considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

their qualification including catalogue numbers and any necessary references.

7. No qualification may be withdrawn within ninety (90) days from the scheduled time to open qualifications.

8. County reserves the right to accept or reject any or all qualifications

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualification. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY** (Including all funding sources, programs, and entities) **Professional Appraisers Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

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- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	December 05, 2012
Award of Contract	_____, 2012
Commence Work or Deliver Products	_____, 2012

16. HIDALGO COUNTY PROPOSED HOLIDAYS

2013 YEAR	
New Year's Day	12/31/12 and 01/02/13
Martin Luther King Day	01/21/13
President's Day	02/18/13
Good Friday	03/29/13
Easter	04/01/13
Memorial Day	05/27/13
Independence Day	07/04/13
Labor Day	09/02/13
Columbus Day	10/14/13
Veteran's Day	11/11/13
Thanks Giving Day	11/28/13 and 11/29/13
Christmas Day	12/24/13 and 12/25/13

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~
  All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance~~

~~of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is

released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. DISCLOSURE OF CONFLICT OF INTEREST

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539 Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the

qualification;

- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

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27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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Request for Qualification
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Appraisers Services Pool"
RFQ No: 2013-004-12-05-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondents acknowledge receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Respondent: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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EXHIBIT "A"

REQUIREMENTS

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY

(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2013-004-12-05-SGS

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(INCLUDING ALL FUNDING SOURCES, PROGRAMS, AND ENTITIES)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL APPRAISERS SERVICES POOL"

RFQ Nº 2013-004-12-05-SGS

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The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas registered Real Estate Appraisers (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Appraisers will be for **February 09, 2013 and ending February 08, 2014.** The Hidalgo County Purchasing Department will receive **sealed** envelopes containing Statement of Qualifications for the provision of **"PROFESSIONAL APPRAISERS SERVICES POOL-HIDALGO COUNTY"** (including all funding sources, Programs, and Entities)-**Request For Qualifications** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 05, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION I -GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of one (1) original, seven (7) copies and two (2) CD's in PDF format of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number: 2013-004-12-05-SGS, Project title: "Professional Appraisal Services Pool" and Opening Date and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

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

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a

conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF QUALIFICATIONS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondent must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956) 292-7612 or via e-mail: sandy.suarez@co.hidalgo.tx.us BY NO LATER THAN Monday, November 19, 2012 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, November 21, 2012 at 5:00 p.m. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

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SECTION II -RFP REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with an Appraisal firm(s) that has had experience in, but not limited to, the following areas:

Scope of Appraisal and/or Review Appraisal Services:

1) Property appraisals will be based on "Fair Market Value" unless otherwise specified or requested. Two copies of the appraisal report shall be bound, clearly labeled and signed by the primary certified general appraiser and any other certified general appraiser and /or licensed trainee which aided in the process. Four additional copies will be furnished.

2) All photographs used within the report must be originals. No digital photos shall be used for subject property. Digital photos shall only be used comparable sales. All adjustments to any comparable sales must be clearly explained in a narrative format. All comparable sales must be with a two year time frame. If any sales which have occurred prior to the two year limit, they just be clearly explained and added to the conventional three comparable sales typically used in the appraisal process.

3) Current location maps of the subject property including, area regional, plat and flood maps must be included and clearly labeled for the subject property.

4) All reports shall be a "Self Contained Narrative Report" unless otherwise requested and shall follow the 2009 or most current Uniform Standard of Professional Appraisal Practice (USPAP) rules and regulations. Each appraisal report must be physically inspected, photographed, and personally signed by the primary-general certified appraiser of the firm. Appraiser trainees may aid in the collection of the information, however, all analysis and conclusion must be performed by the primary general certified appraiser.

5) Appraisal reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additionally, this section should include, but not restricted to the following information:

A. Firm name, address, phone number and person to contact regarding the Request for Qualification.

B. Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

C. List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

D. Ability to commence services immediately after successfully negotiating a contract for services.

E. Familiarity with the geographical area.

F. Statement regarding an Affirmative Action Program.

G. Minimum of $1,000,000.00 Professional liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:

The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:

This section will contain any current licenses and/or certifications as required by the STATE OF TEXAS.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann.2254.001, et seq.

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PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."
The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1) ***Responsiveness:*** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) ***Firm Capabilities:*** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various re-quested projects simultaneously
   i) Completion of projects within budgets

3) ***Staffing:*** **25 points**

   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Appraiser Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1) Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Appraiser Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in Request for Qualifications.

DRAFT

2) A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

DRAFT

EXHIBIT "B"

Evaluation Criteria & Evaluation Form

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY

(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2013-004-12-05-SGS

EXHIBIT "B"

EVALUATION CRITERIA
"PROFESSIONAL APPRAISERS SERVICES POOL"
RFQ No. 2013-004-12-05-SGS

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30) POINTS

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity – Brevity
   F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeless of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. STAFFING (25) POINTS

   A. Qualifications of personnel
   B. Key personnel
   C. Required discipline skills

GRAND TOTAL 100 Points

DRAFT

EXHIBIT "B"

EVALUATION CRITERIA

"PROFESSIONAL APPRAISERS SERVICES POOL"

RFQ No. 2013-004-12-05-SGS

Selection Criteria	Points	Score
1. **RESPONSIVENESS** ----- (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		**TOTAL** _____
2. **FIRM CAPABILITIES** ---- (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		**TOTAL** _____
3. **STAFFING**------- (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		**TOTAL**
Total Score		

Project Name: Professional Appraisal Services Pool

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS PROFESSIONAL SERVICES

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY

(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2013-004-12-05-SGS

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the 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 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 (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)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY: EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				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 award of project by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

  Professional Liability (Errors & Omissions): $_____

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY

(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2013-004-12-05-SGS

Exhibit "D"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

EXHIBIT "E"

PROPOSER'S AFFIDAVIT

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY

(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2013-004-12-05-SGS

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "REAL ESTATE APPRAISERS POOL"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

Signature/Title: _____

Subscribed and sworn to before me this _____day of _____, 20__.

_____

Notary Public

My commission expires:_____, 20__

VENDOR'S APPLICATION & W-9 FORM

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY

(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2013-004-12-05-SGS

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
Mailing/Postal Address: 2812 S. Business Hwy. 281
Physical Address: 2802 S. Business Hwy. 281
Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address: Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business: Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP, or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY

(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2013-004-12-05-SGS

Certification
Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature:_____

Print Name:_____

Title:_____

Telephone Number:_____

Date:_____

If the proposer is unable to certify to all of the statements in this Certification, such proposer should attach an explanation to this proposal.

RFQ SUBMITTAL CHECK LIST

REQUEST FOR QUALIFICATIONS
HIDALGO COUNTY

(All funding sources, programs and entities)

"PROFESSIONAL APPRAISAL SERVICES POOL"

RFQ No.: 2013-004-12-05-SGS

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL APPRAISALS SERVICES POOL

RFQ No.: 2013-004-12-05-SGS

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

_____ _____

SIGNATURE DATE

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

November 13, 2012

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications-**"Professional Surveyors Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2013-005-12-05-MEG

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

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HIDALGO COUNTY
"Professional Surveyors Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2013-005-12-05-MEG

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2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
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7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

Date

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SURVEYORS SERVICES POOL

RFQ No.: 2013-005-12-05-MEG

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

_____ _____
SIGNATURE DATE

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY
(Including all funding sources, programs and entities)

"Professional Surveyors Services Pool"

RFQ NO: 2013-00[illegible]-05-MEG

Acceptance Due Date: **December 05, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

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Project Buyer Contact Information:

Elena Gomez, Buyer II
(956) 292-7000 Ext. 4855
elena.gomez@co.hidalgo.tx.us

1. Sealed Qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Surveyors Services Pool"**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall Qualifications.

2. One (1) original, seven (7) copies of all Qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ–2012-005-12-05-MEG-HIDALGO COUNTY (Including all funding sources, programs, and entities) "Professional Surveyors Services Pool"***, and in County Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 05, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualifications considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that items necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to determine the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of qualification shall under no circumstances obligate County to accept lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents are required to include illustrations, specifications, explanation of warranties, and service data with

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their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Surveyors Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

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- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. **SCHEDULE OF EVENTS**

Qualification Opening, 9:30 A.M.	**ecem 05, 2012**
Award of Contract	2012
Commence Work or Deliver Products	12

16. **HIDALGO COUNTY APPROVED HOLIDAYS PROPOSED**

2013 YEAR	
New Year's Day	12/31/1 d 01/01/13
Martin Luther K Day	01/21/13
President's Day	02/18/13
Good Friday	/29/13
Easter	04
Memorial Day	/27/13
I ce Day	07/04/13
Labor Da	09/02/13
lumbus ay	/14/13
Ve n's	1/11/13
Thank iving Da	11/28/13 and 11/29/13
hristma y	12/24/13 and 12/25/13

17. ~~**BID OR PERFORMANCE BOND**~~ **AND DEBARMENT CERTIFICATION;** ~~**PAYMENT UNDER CONTRACT:**~~

- ~~If the contra roposa is for the construction of public works or is for a contract for goods and services exceed 100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five p cent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~ All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

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- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determin[illegible] applying the proposed unit price to the estimated quantities included in the specificatio[illegible].~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or a[illegible]e to give any elected offici[illegible]partment head or employee, or former elected official, depart[illegible]ead or e[illegible]ployee, of the Co[illegible]y, or for any elected official, department head or employee or [illegible]mer[illegible]ected official, department head or employee of the County, to solicit, demand, accept or a[illegible] to accept from another person, entity or organization, a gratuity or an offer of employment in c[illegible]ection with any decision, approval, disapproval, recommendation, prepa[illegible]n or any part of a[illegible]ogram requirement or purchase request, influencing the content of a[illegible]ification or pro[illegible]ent standard, rendering of advice, investigation, auditing, or in any [illegible] advisory c[illegible]pacity in any proceeding or application, request for ruling, determination, c[illegible]ontroversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefor pe[illegible] before any department or agency of the County.

- It shall be a breach of ethics [illegible] any payment, gratuity or offer of employment to be made by or on behalf of a subco[illegible]ctor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, [illegible]n associated therewith, as an inducement for the awar[illegible] a s[illegible]tract or order.

- A public official s[illegible] have an [illegible]rest in a contract awarded hereunder except in accordance wi[illegible]Tex. Loc. Govt. C[illegible]e Chapter 171.

- **NOTIC[illegible]**
  ALL COM[illegible]NICATI[illegible]NS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTME[illegible] HE[illegible]DS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE [illegible]IDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFQ, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their

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representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539—Hidalgo County Courthouse.

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the term of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted prices, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning the type(s) of goods and/or services.

22. Minimum Standards for Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;

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- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

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REQUEST FOR QUALIFICATIONS
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualifications, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices provided in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist received in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that its qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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EXHIBIT "A"

SPECIFICATIONS/REQUIRMENTS

HIDALGO COUNTY

"Professional Surveyors Services Pool"

RFQ: 2013-005-12-05-MEG

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

RFQ № 2013-005-12-05-MEG

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The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Surveyors (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Surveyors will be for a period starting **February 9, 2013** and ending **February 8, 2014.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Surveyors Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)-**REQUEST FOR QUALIFICATIONS** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 05, 2012. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the REQUEST FOR QUALIFICATIONS:

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number 2013-005-12-05-MEG, Project Title "Professional Surveying Services" , and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ's, bids, Qualifications and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that

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statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:

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Any protest(s) or question(s) regarding the requirements or Request for Qualifications procedures must be received in the Purchasing Department via facsimile to (956) 292-7612 or via e-mail: **elena.gomez@co.hidalgo.tx.us BY NO LATER THAN Monday, November 19, 2012 at 5:00 p.m. Responses will be sent to all applicants by Wednesday, November 21, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

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SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with surveying firm(s) that has had experience in, but not limited to, the following areas:

SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.
2. Topographical survey, including establishment of survey benchmark.
3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.
4. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement for Qualifications.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

c) List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

d) Ability to commence services immediately after successfully negotiating a contract for services.

e) Familiarity with the geographical area.

f) Statement regarding an Affirmative Action Program.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

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PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications required by State of Texas.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

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PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:

The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) **FIRM CAPABILITIES:** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various requested projects simultaneously
   i) Completion of projects within budgets

3. **STAFFING:** **25 points**
   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Real Estate Surveyor Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Surveyor Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in RFQ.

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2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

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EXHIBIT "B"

BID PAGE

HIDALGO COUNTY

"Professional Surveyors Services Pool"

RFQ: 2013-005-12-05-MEG

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30) POINTS

   A. Requested Information
   B. Thoroughness
   C. Understanding of Project
   D. List of references provided
   E. Clarity – Brevity
   F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

   A. Background
   B. Relevant experience
   C. Experience with similar projects
   D. Knowledge of area
   E. Timeless of schedule
   F. Quality services previously provided to Hidalgo County
   G. Current workload
   H. Ability to commence various re-quested projects simultaneously
   I. Completion of projects within budgets

3. STAFFING (25) POINTS

   A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
   B. Key personnel
   C. Required discipline skills

GRAND TOTAL 100 Points

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EXHIBIT B

EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL _____
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL _____
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

FINAL

EXHIBIT "C"

INSURANCE REQUIREMENTS

HIDALGO COUNTY
"Professional Surveyors Services Pool"

RFQ: 2013-005-12-05-MEG

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH 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 award of project by the Hidalgo County Commissioners' Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

EXHIBIT "D"

CIQ FORM

HIDALGO COUNTY
"Professional Surveyors Services Pool"

RFQ: 2013-005-12-05-MEG

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

PROPOSER'S AFFIDAVIT
EXHIBIT "E"
HIDALGO COUNTY
"Professional Surveyors Services Pool"

RFQ: 2013-005-12-05-MEG

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____

DEBARMENT

HIDALGO COUNTY

"Professional Surveyors Services Pool"

RFQ: 2013-005-12-05-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 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.

BIDDER/VENDOR APPLICATION AND W-9

HIDALGO COUNTY

"Professional Surveyors Services Pool"

RFQ: 2013-005-12-05-MEG

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	**Disadvantaged Business (At Least 51% Ownership)**	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

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.

County Executive Office
PROPOSED

2818 S. Bus. Hwy. 281 • Edinburg, Texas 78539 • Phone: (956) 292-7025 • Fax: (956) 292-7034 • www.co.hidalgo.tx.us/budget

PROPOSED
HIDALGO COUNTY
2013 HOLIDAYS

New Year's Day	December 31, 2012 January 01, 2013 (Monday/Tuesday)
Martin Luther King Day	January 21, 2013 (Monday)
Presidents' Day	February 18, 2013 (Monday)
Good Friday	March 29, 2013 (Friday)
Easter	April 01, 2013 (Monday)
Memorial Day	May 27, 2013 (Monday)
Independence Day	July 04, 2013 (Thursday)
Labor Day	September 02, 2013 (Monday)
Columbus Day	October 14, 2013 (Monday)
Veterans' Day	November 11, 2013 (Monday)
Thanksgiving Day	November 28-29, 2013 (Thursday/Friday)
Christmas Day	December 24 & 25, 2013 (Tuesday/Wednesday)
Total Holidays	15 days

Approved by Commissioners' Court on October ----, 2012.

Note: There will not be early release on Thanksgiving or Christmas. The holidays listed are the only approved holidays.

AI-34779 **Purchasing Department 19. A. 6.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Martha L. Salazar **Submitted By:** Gricelda Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Presentation of the scoring & evaluation grids (for the purposes of ranking for award by CC) of the responses received in connection with the request for proposals: "Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County and Hidalgo County Drainage District No. 1";

b. Award of the "Section 125 Voluntary Insurance Products and COBRA Administration Services for Hidalgo County and Hidalgo County Drainage District No. 1" for the following:

1. Dental
2. Vision
3. Cancer
4. Accidental
5. Critical Illness
6. Short/Long Term Disability
7. Life Insurance
8. COBRA Administration Services
9. Other

c. Authority to finalize and/or negotiate (if required) contract(s) for the Voluntary Insurance Products and COBRA Administration Services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Most of the budgetary impact is borne by the participating employees via payroll deductions.

Attachments

Participation-Acceptance Sheets

GRID

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/02/2012 11:51 AM
Budget & Management	Merlen P. Munoz	11/02/2012 12:10 PM
Olga Garza	Olga Garza	11/02/2012 02:19 PM
Auditor's Office	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Gricelda Villarreal Started On: 10/16/2012 04:14 PM

Final Approval Date: 11/02/2012

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: October 3, 2012 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION: "Section 125 Voluntary Insurance Products for Hidalgo County and Drainage District No. One"

RFP NO: 2012-145-10-03CGA

NAME Of Proposer: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Aflac Lenny Cantu, Agent	Via email	CGA lennycantu@gmail.com Leonor_cantu@us.aflac.com	9-6-12	322 N. Bicentennial, Ste. C McAllen, Texas 78501 956-342-5822 1-800-992-3522
2. Aflac Laura L Gutierrez, Agent	Via email	CGA Laura_gutierrez@us.aflac.com	9-6-12	2207 N. 23rd St. McAllen, Texas78501 956-648-3413
3. Aflac Silvia Pena, Agent	Via email In-person	CGA Silvia_pena@us.aflac.com	9-6-12	322 N. Bicentennial, Ste. C McAllen, Texas 78501 956-342-5822 1-800-992-3522
4. Aflac Griselda P. Sanchez, Agent	Via email	CGA Griselda_sanchez@us.aflac.com	9-6-12	322 N. Bicentennial, Ste. C McAllen, Texas 78501 956-342-5822 1-800-992-3522
5.GL Group Petra :Petey" Garza Nick Long	Email	CGA phgarza@g-l-group.com nick@g-l-group.com	9-6-12	512 S. Westgate Dr. Suite E. PO Box 1397 Weslaco, Tx 78599 956-854-4610
6.Connie Pena Newkirk and Newkirk	Email	CGA connie@newkirkandnewkirk.com	9-6-12	3101 N. Jackson Rd. McAllen, Texas 78501 956-664-0200
7.Eugene Strilchuk Aflac	Email	CGA Eugene_strilchuk@us.aflac.com	9-6-12	210-379-1478 San Antonio, Tx
8.Pete Morales NewkirkandNewkirk	Email	CGA Pmorales3035@sbcglobal.net	9-6-12	
9.Leo Longoria Independent Ins. Agent	Email	CGA longorialeo@gmail.com	9-6-12	4305 North 10th St. Suite D-3 McAllen, Texas 956-534-8659
10.Chris Longoria ING Employee Benefits	Email	CGA Chris.gilbert@us.ing.com	9-6-12	15455 Dallas Parkway Addison, Texas 75001 214-477-7770

*VIA: IN PERSON (IP); TELEPHONE REQUEST (TR); PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: October 3, 2012 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION: "Section 125 Voluntary Insurance Products for Hidalgo County and Drainage District No. One"

RFP NO: 2012-145-10-03CGA

NAME Of Proposer: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
11.Varonia Walker Fringe Benefits Management Company	Via email	CGA Varonia.walker@wageworks.com	9-6-12	3101 Sessions Road Tallahassee, FL 32303 850-425-6200
12.Julie Clasby Branch Banking & Trust	Via email	CGA jcalsby@bbandt.com	9-6-12	2001 Ross Ave. Suite 2700 Dallas, Tx 75201 469-791-4512
13.Becky Silva Texas Insurance Service Center Inc.	Via email In-person	CGA becky@txisc.com	9-6-12	521 S. 77 Sunshine Strip Harlingen, Tx 78550 800-750-0490
14.Roberto Ramirez,Jr. Puro Aseguro	Via email	CGA rramirez@rgv.rr.com	9-6-12	
15.Wayne Malzone Alamo Insurance Group	Email	CGA wmalzone@alamoinsgrp.com	9-6-12	3201 Cherry Ridge Dr. Ste. D405 San Antonio, Tx 78230 210-524-7135
16.Bubba Spragins, GBDS American Fidelity Assurance Company	Email	CGA Bubba.spragins@af-group.com	9-6-12	800-450-3506 Ext. 3043
17.Carol Jackson Aetna	Email	CGA JacksonC6@aetna.com	9-6-12	4300 Centreway Place Arlington, TX 76018 817-417-2532
18.Aquarius Johnson Aquarius Johnson Insurance	Email	CGA Atjn223@hotmail.com	9-6-12	832-493-4070
19.Serena Levine, Broker	Email	CGA serena@southpadreisland.net	9-6-12	PO Box 3996 South Padre Island, TX 78597 956-761-1632
20.Melanie Cook Texas Life Insurance Co.	Email	CGA mcook@texaslife.com	9-6-12	800-283-9233-Ext. 6320

*VIA: IN PERSON (IP); TELEPHONE REQUEST (TR); PROPOSER LIST MAIL OUT (PLM)

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING RESPONDENT'S LOG
REQUIREMENTS/RFP PACKETS

IBF-RFP-RFQ-RFI

RFP ACCEPTANCE DATE: October 3, 2012 RFP ACCEPTANCE TIME: 9:30 A.M.

DEPARTMENT/PROPOSAL DESCRIPTION: "Section 125 Voluntary Insurance Products for Hidalgo County and Drainage District No. One"

RFP NO: 2012-145-10-03CGA

NAME Of Proposer: COMPANY/FIRM & REPRESENTATIVE'S NAME	PROPOSAL REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
21.Erika Russ Prime Vendor Inc.	Via email	CGA Work43@prime-vendor.com	9-6-12	4622 Cedar Avenue Suite 123 Wilimington, NC 28403 800-746-9554
22.Omar Carrasco Bob Trevino Insurance Agency Workplace Benefit Advisors	Via email	CGA Ocarrasco03@aol.com	9-6-12	819 North I Road Pharr, Texas 78577 956-781-7771
23.Humana Stephen Schimmel	Via email	CGA sschimmel@humana.com	9-6-12	8431 Fedricksburg, Rd, Ste. 500 San Antonio, Tx 78229 210-617-1854
24.Bob Elsas National Vision Adminstrators	Via email	CGA Bob.elsas@gmail.com	9-6-12	
25.Jeffrey W. Everitt Jeff Everitt & Associates, Inc	Email	CGA jeveritt@everittandassociates.com	9-6-12	901 South Texas Blvd. Weslaco, Texas 78596 956-821-7429
26.Catherine Charlton EyeMed Vision Care	Email	CGA ccharlto@eyemedvisioncare.com	9-20-12	400 Luxottica Place Mason, OH 45040 866-912-9481
27.Greg E. Sparrow National Vision Administrators, L.L.C.	Email	CGA gsparrow@e-nva.com	9-20-12	1200 Route 46 West Clifton, NJ 07012 973-574-2627
28.Kyle McAlister Aflac	Email	CGA Kyle_mcalister@us.aflac.com	9-20-12	PO Box 2533 Abilene, Tx 79604 325-668-5694
29.Steven L. Beumer National Benefit Service Center	Email	CGA LMSAssoc@aol.com	9-25-12	1-407-629-4108
30.	Email	CGA		

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County and Hidalgo County Drainage District No. 1

PROPOSAL ACCEPTANCE DATE: October 3, 2012

PROPOSAL ACCEPTANCE TIME: 9:30 A.M.

DESCRIPTION OF PROPOSAL: RFP- "Section 125 Voluntary Insurance Products"

PROPOSAL NO: 2012-145-10-03-CGA

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM #1
#01	Davis Vision Inc.	√√	
#02	5 Star Life Insurance Co.	√√	
#03	SBF Administration Services	√√	
#04	Bay Bridge Administration	√√	
#05	Opticare	√√	
#06	Block Vision	√√	
#07	Conexis Cobra Administration Services	√√	
#08	ING Employee Benefits	√√	
#09	United Concordia	√√	
#10	Eye Med Vision Care	√√	

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County and Hidalgo County Drainage District No. 1	
PROPOSAL ACCEPTANCE DATE: October 3, 2012	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: RFP- "Section 125 Voluntary Insurance Products"	
PROPOSAL NO: 2012-145-10-03-CGA	

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#11	Guardian	√√	
#12	Alamo Insurance Group Company Forms Only	√√	
#13	VSP Vision Care	√√	
#14	UNUM	√√	
#15	Avesis	√√	
#16	Texas Life Ins.	√√	
#17	Sun Life Financial	√√	
#18	Ameritas Group	√√	
#19	Metlife	√√	
#20	Discovery Benefits	√√	

HIDALGO COUNTY PURCHASING DEPARTMENT
PROPOSAL ACCEPTANCE SHEET

DEPARTMENT NAME: Hidalgo County and Hidalgo County Drainage District No. 1	
PROPOSAL ACCEPTANCE DATE: October 3, 2012	**PROPOSAL ACCEPTANCE TIME: 9:30 A.M.**
DESCRIPTION OF PROPOSAL: RFP- "Section 125 Voluntary Insurance Products"	
PROPOSAL NO: 2012-145-10-03-CGA	

RFP #	NAME OF COMPANY	ACKNOWLEDGMENT OF RECEIPT OF RFP RESPONSE	ADDENDUM
#21	All State	√√	
#22	Ceridian Corp.	√√	
#23	MGM Benefits Group	√√	
#24	Humana	√√	
#25	AFLAC C/O GL Group	√√	
#26	AFLAC C/O Leonardo Longoria	√√	
#27	AFLAC C/O GMFE Group LLC d/b/a FNB Insurance	√√	
#28	AFLAC C/O Alamo Insurance	√√	
#29	Colonial Life Insurance	√√	
#30	United Health Care	√√	

2012-145-10-03-CGA

VOLUNTARY PRODUCTS- DENTAL-EVALUATION GRID

PARTICIPANTS	DENTAL							
↓↓↓ EVALUATORS:	1	2	3	4	5	TOTAL	AVG	Ranking
1. AFLAC/Alamo Ins. Group	89	98	89	87	91	454	90.8*	
2. METLIFE	89	86	90	95	94	454	90.8*	
3. AFLAC/GMFE LLC-FNB	90	94	89	87	93	453	90.6	
4. AFLAC/Leo Longoria	89	91	89	87	91	447	89.4	
5. AFLAC/GL Group	88	88	89	87	91	443	88.6	
6. HUMANA	82	92	85	84	85	428	85.6	
7. United Concordia	74	68	85	87	84	398	79.6	
8. United Health Care	79	84	73	71	85	392	78.4	
9. Ameritas Group	78	81	71	70	86	386	77.2	
10. Sunlife Financial	84	60	64	68	84	360	72.0	
11. Guardian	84	66	41	50	83	324	64.8	

***TX. LGC., 262.027(b) Drawing of Lots**

2012-145-10-03-CGA

VOLUNTARY PRODUCTS- VISION-EVALUATION GRID

PARTICIPANTS	VISION							
↓↓↓ EVALUATORS:	1	2	3	4	5	TOTAL	AVG	RANKING
1. METLIFE	89	86	83	95	94	447	89.4	
2. VSP Vision Care	84	93	94	86	85	442	88.4	
3. HUMANA	82	92	86	84	86	430	86.0	
4. EyeMed	77	81	91	86	84	419	83.8	
5. Davis Vision	84	85	80	77	88	414	82.8	
6. AVESIS	80	75	89	85	85	414	82.8	
7. OptiCare	76	81	83	80	83	403	80.6	
8. Block Vision	85	90	63	73	86	397	79.4	
9. United Health Care	79	84	74	71	85	393	78.6	
10. Ameritas Group	78	81	72	70	86	387	77.4	
11. Guardian	84	66	41	50	83	324	64.8	

2012-145-10-03-CGA

VOLUNTARY PRODUCTS-ACCIDENTAL-EVALUATION GRID

PARTICIPANTS	ACCIDENTAL							
↓↓↓ EVALUATORS	1	2	3	4	5	TOTAL	AVG	RANKING
1. AFLAC/Alamo Ins. Group	89	98	91	87	88	453	90.6	
2. AFLAC/GMFE LLC-FNB	90	94	91	87	88	450	90.0	
3. Colonial Life	84	98	89	84	93	448	89.6	
4. AFLAC/Leo Longoria	89	91	91	87	88	446	89.2	
5. AFLAC/GL Group	88	88	91	87	88	442	88.4	
6. HUMANA	82	92	84	84	86	428	85.6	
7. ING	87	91	79	85	85	427	85.4	
8. Allstate	79	72	93	98	79	421	84.2	
9. UNUM	85	66	87	88	84	410	82.0	
10. United Health Care	79	84	73	71	85	392	78.4	
11. Sunlife Financial	84	60	67	68	84	363	72.6	
12. Guardian	84	66	41	50	83	324	64.8	
13. Bay Bridge/Alamo Ins.	72	65	40	50	77	304	60.8	

2012-145-10-03-CGA

VOLUNTARY PRODUCTS- CANCER-EVALUATION GRID

PARTICIPANTS	CANCER							
↓↓↓ EVALUATORS	1	2	3	4	5	Total	AVG	RANKING
1. Colonial Life	84	98	89	84	95	450	90.0	
2. Humana	82	92	84	84	85	427	85.4	
3. Allstate	79	72	93	98	78	420	84.0	
4. Bay Bridge/ Alamo Ins.	72	65	40	50	76	303	60.6	

2012-145-10-03-CGA

VOLUNTARY PRODUCTS-CRITICAL ILLNESS-EVALUATION GRID

PARTICIPANTS	CRITICAL ILLNESS							
↓↓↓ EVALUATORS	1	2	3	4	5	TOTAL	AVG	RANKING
1. AFLAC/Alamo Ins. Group	89	98	91	87	88	453	90.6	
2. AFLAC/GMFE LLC-FNB	90	94	91	87	89	451	90.2	
3. Colonial Life	84	98	89	84	94	449	89.8	
4. AFLAC/Leo Longoria	89	91	91	87	89	447	89.4	
5. AFLAC/GL Group	88	88	91	87	89	443	88.6	
6. Humana	82	92	84	84	86	428	85.6	
7. ING	87	91	79	85	85	427	85.4	
8. Allstate	79	72	93	98	79	421	84.2	
9. UNUM	85	66	87	88	84	410	82.0	
10. United Health Care	79	84	73	71	84	391	78.2	
11. Guardian	84	66	41	50	83	324	64.8	
12. 5 Star Life Insurance	71	50	51	69	78	319	63.8	
13. Bay Bridge/Alamo Ins.	72	65	40	52	77	306	61.2	

2012-145-10-03-CGA

VOLUNTARY PRODUCTS- DISABILITY- EVALUATION GRID

PARTICIPANTS:	SHORT/LONG TERM DISABILITY							
↓↓↓ EVALUATORS:	1	2	3	4	5	TOTAL	AVG	RANKING
1. AFLAC/Alamo Ins. Group	89	98	90	87	90	454	90.8*	
2. AFLAC/GMFE LLC-FNB	90	94	90	87	93	454	90.8*	
3. AFLAC/Leo Longoria	89	91	90	87	90	447	89.4	
4. AFLAC/GL Group	88	88	90	87	90	443	88.6	
5. HUMANA	82	92	85	84	85	428	85.6	
6. UNUM	85	66	92	98	84	425	85.0	
7. Sun Life Financial	84	60	67	68	84	363	72.6	

***Tx. LGC., 262.027(b) Drawing of lots**

2012-145-10-03-CGA

VOLUNTARY PRODUCTS-LIFE INSURANCE- EVALUATION GRID

PARTICIPANTS	LIFE INSURANCE							
↓↓↓ EVALUATORS:	1	2	3	4	5	TOTAL	AVG	RANKING
1. AFLAC/Alamo Ins. Group	89	98	90	87	88	452	90.4	
2. AFLAC/GMFE LLC-FNB	90	94	90	87	89	450	90.0	
3. AFLAC/Leo Longoria	89	91	90	87	89	446	89.2	
4. Colonial Life	84	98	89	84	90	445	89.0	
5. AFLAC/GL Group	88	88	90	87	89	442	88.4	
6. ING Employee Benefits	87	91	85	85	85	433	86.6	
7. Texas Life Ins. Co.	79	73	86	97	94	429	85.8	
8. Allstate	79	72	93	98	79	421	84.2	
9. UNUM	85	66	87	88	84	410	82.0	
10. Sunlife Financial	84	60	67	68	84	363	72.6	

2012-145-10-03-CGA

VOLUNTARY PRODUCTS- COBRA ADMINISTRATION- EVALUATION GRID

PARTICIPANTS	COBRA ADMINISTRATION SERVICES							
↓↓↓ EVALUATORS:	1	2	3	4	5	TOTAL	AVG	RANKING
1. AFLAC	89	98	82	87	88	444	88.8	
2. CONEXIS	78	54	84	95	84	395	79.0	
3. United Healthcare	79	84	73	71	84	391	78.2	
4. MGM	62	88	69	72	86	377	75.4	
5. Discovery	69	81	74	66	85	375	75.0	
6. SBS Administrative Services	70	72	55	56	86	339	67.8	
7. Ceridian	62	60	61	68	84	335	67.0	

AI-35102 **Purchasing Department 19. A. 7.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Martha L. Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval by Commissioners Court of exceptions to Hidalgo County Purchasing Policies and Procedures that requires at least three (3) quotes for requisitions of $1K but less than $5K for the following including authority to issue payment:

A. Hidalgo County Tax Office-Acceptance and approval of Invoice #1944714 (dated 9-20-12) in the amount of $1,165.26 (PO#681246) from General Binding Corporation, aka, GBC inasmuch as the quotes received either did not carry all items requested, did not meet the Tax Office specifications, or did not carry the items;

B. Hidalgo County Department of Human Resources-Acceptance and approval of Invoice #150148-A (dated 8-16-12) in the amount of $3,771.20 (PO #678920) from T & G Identification System, Inc. as the HR Department as well as Purchasing staff was unable to secure other quotes from vendors although numerous attempts were made as stated in e-mail communication with Auditor's office indicate including.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Each item has purchase order issued.

Attachments

Tax Office

Human Resource/Civil Service

Form Review

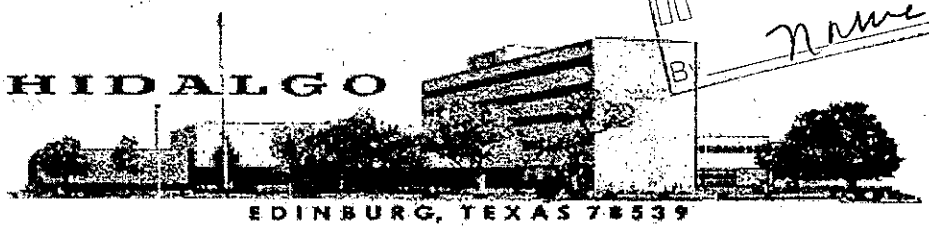
Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/02/2012 02:18 PM
Budget & Management	Merlen P. Munoz	11/02/2012 02:37 PM
Auditor's Office	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Marty Salazar Started On: 11/02/2012 12:37 PM

Final Approval Date: 11/02/2012

RECEIVED
OCT 31 2012
BY

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 10/09/2012

TO: Mary Garcia **DEPARTMENT:** (140) TAX ASSESSOR-COLLECTOR

FROM: Connie Salazar C.S. **PHONE:** (956)-318-2511 ext 4625

REFERENCE: GENERAL BINDING CORPORATION Invoice #1944714

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #1944714*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- ☐ **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- ☐ **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- ☐ **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- ☐ **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- ☐ **SIGNATURE OR DATE NOT PRESENT**
- ☐ **SYSTEM SHOWS INVOICE PAID**
- ☐ **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- ☐ **NEEDS APPROVAL OF:**
- ☑ **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- ☐ **NEEDS CORRECTION(S):**
- ☐ **NEEDS ADDITIONAL DOCUMENTATION i.e.,:**
- ☐ **OTHER:**
- ☑ **COMMENTS / RECOMMENDATION: Per Purchasing Policies and Procedures; need 3 verbal or written quotes for the same item. Please contact Purchasing department on how to proceed.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

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

Purchase Order

COUNTY OF HIDALGO

PO#: 681246

DATE: 09/19/12

VENDOR: 187054 REQ:00222663

Email:

Phone:(800)790-7787

GENERAL BINDING CORPORATION
P.O. BOX 203412
DALLAS TX 75320-3412

Vendor Acct:

BUYER:

SHIP TO: TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

CONTACT:

SITE: TAX ASSESSOR-COLLECTOR

Special Instructions:

Contract No:

C-152

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
10	BOX	OM 9742491G CVR P RGNCY LTR BLK 200P	74.08	740.80
10	BOX	OM 9741020G STRIP VB 11 X 2 HOT BLACK 100S	35.23	352.30
	EACH	OM ESTIMATED SHIPPING WAS NOT GIVEN, THEREFORE PO WILL INCREASE DEPENDING ON FREIGHT CHARGES	.00	.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,093.10

****

For Hidalgo County use only

2-1246-415-15-140-003-0-601 1,093.10

Approved

Authorized by: Martha L. Salazar

Order Acknowledgment

ACCO BRANDS INC.
300 Tower Parkway
Lincolnshire, IL 60069

THIS IS NOT AN INVOICE

1,093.10 **Order Total**

Total does not include all tax and freight charges

HIDALGO COUNTY TAX OFFICE
2804 S BUSINESS HWY 281
EDINBURG, TX 78539-4548

Visit our web site at : www.gbcconnect.com today !

Cust#: 67092 **Customer Ref:** 681246 **Contact:** MARIA GARCIA **Phone#:** 956-318-2157

Order#: 3554663 **Processed By:** Sheila Chan **Order Date:** 09/20/12 **Order Time:** 12:03 PM

Bill To :
HIDALGO COUNTY TAX OFFICE-201238
2804 S BUSINESS HWY 281
EDINBURG, TX 78539-4548

Ship To :
HIDALGO COUNTY TAX OFFICE-201238
2804 S BUSINESS HWY 281
EDINBURG, TX 78539-4548

Ship To Contact: MARIA GARCIA

Product Code	Product Description		Ship From	UM	Qty Ordered	Unit Price	Extended Price
9742491G	CVR P RGNCY LTR	BLCK 200P	TX	BX	10	74.08	740.80
9741020G	STRIP VB 11X2 HOT	BLCK 100S	TX	BX	7	35.23	246.61
9741020G	STRIP VB 11X2 HOT	BLCK 100S	WI	BX	3	35.23	105.69

Order Subtotal 1,093.10

RECEIVED
COUNTY AUDITOR
2012 SEP 28 AM 12

IF YOU HAVE QUESTIONS REGARDING THIS DOCUMENT CALL: 1-800-723-4000

SALES REP: Titschler, Danielle

Thank you for your recent order. The details of your order are attached for your records.We appreciate your business and hope you are satisfied with your purchase.

Sign up to receive e-mails with special offers,new product information and solutions&click here.

Req# 222663

T: 800-723-4000
F: 877-549-7881
www.gbcconnect.com

GBC Rep: Danielle Titschler
Phone: (847) 484-3932
E-mail: danielle.titschler@gbc.com

CUSTOMER: HIDALGO COUNTY TAX OFFICE
ACCOUNT #: 67092

SUPPLY ORDER FORM

GBC Customer Account Number: 67092

Billing to:	**Shipping to:**
HIDALGO COUNTY TAX OFFICE-201238	HIDALGO COUNTY TAX OFFICE-201238
2804 S BUSINESS HWY 281	2804 S BUSINESS HWY 281
EDINBURG TX 78539-4548	EDINBURG TX 78539-4548

Contact Name: Phone: Email: PO #: Date:	Special Instructions/Shipping Requirements:

** Date of price quote: 9/10/2012 **

Line	Product	Product Code	Unit Price	Quantity	Line Total
1	CVR P RGNCY LTR BLCK 200P	9742491G	$ 74.08	10	$ 740.80
2	STRIP VB 11X2 HOT BLCK 100S	9741020G	$ 35.23	10	$ 352.30
3					
4					
5					
6					
7					
8					
9					
10					

Subtotal: $ 1,093.10

(Sales Tax, Shipping & Handling Not Included)

(GBC internal use only)
Order #:
Entered by:

RECEIVED BY COUNTY AUDITOR
2012 SEP 28 AM 11 12

Office DEPOT.

Shopping Cart

has been added to your Save for Later list
Sku
Are you Sure?
ACCOUNT
Item # has been added to your Save for Later list
Skuhas been removed from your shopping cart

Description	Price/unit	Qty.	Backorder	Total
Picture Not Available REGENCY COVER - 8.5 X 11 **Item # 9742491 Entered Item # 9742491** Contains recycled content	$141.66 / box	5	0	$708.30

Comments

Subtotal:	$708.30
1 item (s):	$708.30

Continue Shopping

Save for Later

Description	Your Price / unit	Qty.	Extended Price
 Rolodex® Wood Workspace Monitor Stand With Drawer, Black **Item Number 703834 Entered Item # 703834** **Manufacturer # 82430**	$50.53 / each	1	$50.53

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Julia Davies
1-888-263-3423

Do not carry Velo Bind strips

9/17/12

09/17/12

Page 1

QUOTATION SUBMITTED BY

QUOTE NO.
3565169

GATEWAY PRINTING

315 S. CLOSNER
EDINBURG TX 78539
956-383-3861

HIDALGO CO TAX OFFICE

2802 S BUS HWY 281
EDINBURG TX 78539

HIDALGO CO TAX OFFICE
MARY
2802 S BUS HWY 281
EDINBURG TX 78539

Item Number	Mfg Item Description	Qty	UM	List Price	Discnt	Unit Net	Extend Net
Customer P/O#TXMAS-5-75020-13							
NOBID-UC	GBC VELOBIND BINDING STRIPS	1	EA	.000	%	.000	.00

THIS IS A NO BID
SORRY MARY, I TRIED GETTING THEM SOME OUR SOUCE
NO LUCK.

Order Total .00

abcoffice.com "When you need more than staples."

Search GO

by Keyword by Product Code

Account Log-In | 50 Items: $813.20 | FAQ | Help

1-800-658-8788

Speak With one of our Experts Today!

Home | Daily Deal | Machine Supplies | Showroom Models | Overstock

ACCREDITED BUSINESS BBB A+ Rating

by Manufacturer

Manufacturers

by Category

- Binding Machines
- Display Racks
- Digital Duplicators
- Laminators
- Mail / Packaging
- Money Handling
- Office Furniture
- Office Support
- Paper Cutters
- Paper Folders
- Paper Handling
- Paper Shredders
- Photo ID
- Presentation
- Printing Equipment
- Security Equipment
- Shrink Wrap
- Time Clocks
- Warehouse

Questions? Contact Us Today! Click Here >>>

Site Secured by GeoTrust

Cart Contents

Choose a Payment option

- New Customer? Click here to **Register**
- Returning Customer? Click here to **Sign In**

	Quantity	Image	Name	SKU	Each	Total
Remove Update	10		2 x 11 VeloBind Hot Knife Strips (Black) (quantity of 1 = 100 pieces)	BINVSH2BK	$34.24	$342.40
Remove Update	40		8 1/2 in x 11 in (215.9 x 279.4 mm) (Regular) Polypropylene Sturdy Grain Covers - Black (quantity of 1 = 50 pieces)	COVPGRBK	$11.77	$470.80

Ship to Zip/Postal Code 78539

Ship to Country United States

Choose a Shipping option

- UPS Ground ($109.36)
- UPS 3 Day Select® ($359.55)
- UPS 2nd Day Air® ($599.90)
- UPS Next Day Air Saver® ($857.07)
- UPS Next Day Air® ($879.98)
- UPS Next Day Air Early A.M.® ($949.12)
- Priority Mail® ($221.70)

Subtotal $813.20
Shipping $109.36
Tax $0.00
Total $922.56

Coupon Code: Apply

Recalculate | Continue Shopping | Empty Cart

Any changes above should be verified by pressing 'Recalculate' before clicking on 'Checkout'.

Select payment type: Choose a Payment option

Checkout

Buy with Google

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Store Hours: (Mountain - M-F)
Showroom: 8:00 am - 5:00 pm
Sales Office: 7:30 a.m. - 5:00 p.m.

Customer Service & Sales Phone Numbers:
Toll-Free Phone: 1-800-658-8788
Local Phone: 1-801-927-3020
Fax: 1-801-927-3037

Service Department:
Parts & Repair 1-800-658-8788 ext.129

Email:
Information:
info@abcoffice.com
Webmaster:
webmaster@abcoffice.com

DUNS Number: 078448164
Cage Code: 0geb8

Government Purchases Welcome!
I.M.P.A.C. Accepted
Cage Code 0geb8

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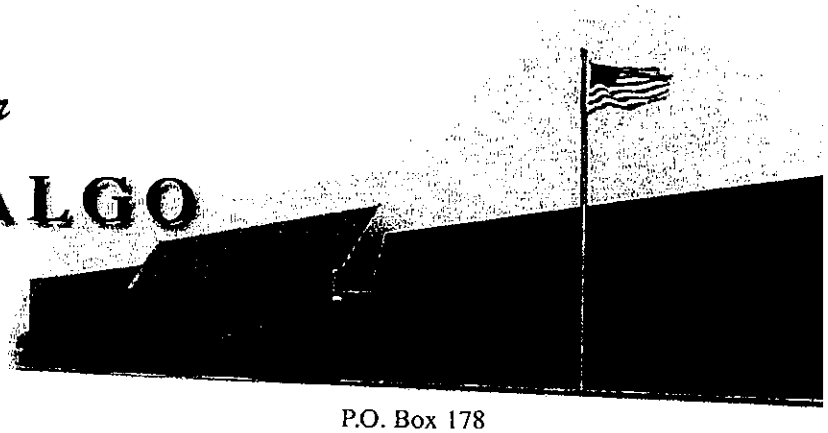
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Barlow Dan @ Abc office
1-800-658-8788

9/12/12

Office of Tax Assessor-Collector

COUNTY of HIDALGO



Armando Barrera Jr., RTA
Assessor and Collector

P.O. Box 178
Edinburg, Texas 78540-0178
(956) 318-2157 • Fax (956) 318-2733

9/26/12

To: *Raymundo Eufracio, County Auditor*
Hidalgo County Auditor Department

From: *Armando Barrera Jr. Tax Assessor/Collector*
Hidalgo County Tax Office

Date: *September 25, 2012*

Re: *GBC*

Please pay credit invoice: 1944714 dated September 20, 2012 in the amount of $1,093.10. Invoice copy was emailed to me. Purchase Order: 681246.

Should you have any questions please call Mary Garcia at (956) 289-7472.

Account No. 2-1246-415-15-140-003-0-601

RECEIVED BY
COUNTY AUDITOR
2012 SEP 28 AM 11 12

2804 S. Bus. Hwy 281 • Edinburg, TX 78539

INVOICE

GBC®

HIDALGO COUNTY TAX OFFICE
2804 S BUSINESS HWY 281
EDINBURG, TX 78539-4548

REMITTANCE STUB

Invoice Number:	1944714
Invoice Date:	09/20/12
Customer Number:	67092
Total Due:	1,165.26
Invoice Due Date:	10/20/12
Terms :	Net 30

Please Return This Portion With Payment To :

GENERAL BINDING CORPORATION
PO BOX 203412
Dallas TX, 75320-3412

Amount Paid: _____ Thank You For Your Payment

Tear Here

Tear Here

Visit our web site at **www.gbcconnect.com** today !

Customer # 67092 Cust PO: 681246 Invoice #: 1944714 Invoice/Ship Date: 09/20/12

Order #: 3554663 Order Date : 09/20/12 Ordered By : MARIA GARCIA Order Phone#: 956-318-2157

BILL TO:
HIDALGO COUNTY TAX OFFICE
2804 S BUSINESS HWY 281
EDINBURG, TX 78539-4548

SHIP TO:
HIDALGO COUNTY TAX OFFICE
2804 S BUSINESS HWY 281
EDINBURG, TX 78539-4548

Product Code	Product Description		Color	UM	Unit Price	Quantity Ordered	Quantity Shipped	Extended Price
9742491G	CVR P RGNCY LTR	BLCK 200P	BLACK	BX	74.08	10	10	740.80
9741020G	STRIP VB 11X2 HOT	BLCK 100S	BLACK	BX	35.23	7	7	246.61
9741020G	STRIP VB 11X2 HOT	BLCK 100S	BLACK	BX	35.23	3	3	105.69

RECEIVED BY COUNTY AUDITOR
2012 SEP 28 AM 11

INVOICE RECEIVED BY: on 9/25/12 PO# 681246
GOODS/SERVICES RECEIVED BY: on 9/24/12
2-1246-415-15-140-603-0-601
9/26/12

Product conforms to CARB93120.12
IF YOU HAVE QUESTIONS REGARDING THIS ORDER CALL: 800-723-4000
FOR SERVICE & PARTS QUESTIONS PLEASE CALL: 800-790-7787
Fax your sales tax exemption certificate to: 847-403-4889
We accept Visa, Master Card, Discover and American Express
We are a Dun & Bradstreet reporting company

GBC®

INVOICE

	Sub Total	1,093.10
	S & H	72.16
	Tax	0.00
Sales Representative Titschler, Danielle	Invoice Total USD	1,165.26

F

RECEIVED BY
COUNTY AUDITOR
2012 SEP 28 AM 11 12

Product conforms to CARB93120.12
IF YOU HAVE QUESTIONS REGARDING THIS ORDER CALL: 800-723-4000
FOR SERVICE & PARTS QUESTIONS PLEASE CALL: 800-790-7787
Fax your sales tax exemption certificate to: 847-403-4889
We accept Visa, Master Card, Discover and American Express
We are a Dun & Bradstreet reporting company

GBC®

STATEMENT

GBC®

HIDALGO COUNTY TAX OFFICE
2804 S BUSINESS HWY 281
EDINBURG TX 78539-4548

REMITTANCE STUB

Statement Date:	10/20/2012
Customer Number:	67092
Total Due:	1165.26

Please Return This Portion With Payment To:

General Binding Corporation

PO BOX 203412

Dallas TX, 75320-3412

Amount Paid: _____

Thank You For Your Payment

Tear Here **Tear Here**

Did you know you can **pay an invoice**, place an order, view your account on **www.gbcconnect.com** ? Try it today!

DID YOU KNOW YOU CAN KEEP YOUR ACCOUNT CURRENT BY PAYING YOUR BALANCES WITH A CREDIT CARD? CALL (800) 217-7116 FOR INFORMATION.

Invoice #	Invoice Date	Invoice Due Date	P.O. Number	Ordered By:	Phone #	Amount
1944714	09/20/2012	20-OCT-12	681246			1165.26

CURRENT	1-30	31-60	61-90	91+	TOTAL PAST	TOTAL DUE
1165.26	.00	.00	.00	.00	.00	1165.26

FOR ASSISTANCE OR IF YOUR STATEMENT SHOWS ANY AMOUNTS 30+ DAYS PAST DUE PLEASE CONTACT OUR CREDIT DEPARTMENT AT (800) 217-7116 BETWEEN 8:00AM AND 5:00PM CENTRAL TIME. IF YOU HAVE A TAX EXEMPTION CERT. PLEASE FAX TO (847) 403-4889. THANK YOU FOR YOUR BUSINESS!

GBC®

Emailed to Mati
10/24/12

Maria Garcia

From: Tischler, Danielle [Danielle.Tischler@gbc.com]
Sent: Monday, September 10, 2012 10:16 AM
To: Maria Garcia
Subject: RE: 1 OF 2
Attachments: Hidalgo County Tax Office Binding Supply Quote.pdf

Hi Mary!

I apologize for not getting back to you on Friday. All of our systems were down. I have included the total pricing for 10 boxes of 9741020G. Unfortunately, I am not able to calculate the total for shipping until the order is placed and physically picked from the warehouse for shipment.

Let me know if you need any other information.

I hope you are having a great Monday so far ☺

Danielle

Danielle Tischler
Account Manager
GBC - *An ACCO Brands Company*
Direct: 847.484.3932
Fax: 877.549.7881
danielle.tischler@gbc.com

To place a supply order: contact GBC at 800-723-4000

Or visit us online:
http://gbcconnect.com/

From: Maria Garcia [mailto:maria.garcia@hidalgocountytax.org]
Sent: Friday, September 07, 2012 9:32 AM
To: Tischler, Danielle
Subject: 1 OF 2

FORGOT TO ASK YOU TO PLEASE PROVIDE TOTAL ESTIMATE FOR ITEMS AND SHIPPING. THANK YOU!

Mary Garcia - Jackson
Administrative Assistant
Hidalgo County Tax Office
2804 S. Bus. Hwy 281
Edinburg, Texas 78539
Phone: (956) 318-2157
Fax: (956) 318-2733
"I can do all things through Christ which strengtheneth me." PHILIPPIANS 4:13

2nd Discrepancy

RECEIVED
NOV 02 2012

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 10/12/2012

TO: SYLVIA RIOS **DEPARTMENT:** (190) HUMAN RESOURCES/CIVIL SERVICE

FROM: LUCY QUINTERO **PHONE:** (956)-318-2511 ext 4624

REFERENCE: T & G IDENTIFICATION SYSTEMS, INC. Invoice #150148-A

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #150148-A*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☑ OTHER: 2ND DISCREPANCY - I WAS ADVISED TO RETURN THIS INVOICE BACK. I'M NOT ABLE TO PROCESS THIS INVOICE DUE TO THE MISSING QUOTES NEEDED. THE EMAIL FROM TANYA EXPLAINING WHAT HAPPENED IS NOT VALID. PLEASE, CONTACT MARTY FROM PURCHASING ABOUT THE SITUATION. ANY QUESTIONS PLEASE, CALL LIZ AT EXTENSION 4628.
  KEEP DISCREPANCIES ATTACHED TO THE INVOICES. WHEN THEY ARE REMOVED IT CAUSES INVOICE DUPLICATIONS ON OUR INVOICE TRACKER THANK YOU.
- ☐ COMMENTS / RECOMMENDATION:

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

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

1st Discrepancy

COUNTY of HIDALGO



EDINBURG, TEXAS 78539

HIDALGO COUNTY AUDITOR'S OFFICE
County Administration Building 3rd Floor
2808 S. Business Highway 281
Edinburg, Texas 78539-6243
PHONE: (956) 318-2511
FAX: (956) 318-2577
WEBSITE: www.co.hidalgo.tx.us/auditor

MAILING ADDRESS:
HIDALGO COUNTY AUDITOR'S OFFICE
P. O. BOX 689
EDINBURG, TEXAS 78540-0689

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY **DATE:** 09/11/2012

TO: SYLVIA RIOS **DEPARTMENT:** (190) HUMAN RESOURCES/CIVIL SERVICE

FROM: LUCY QUINTERO **PHONE:** (956)-318-2511 ext 4624

REFERENCE: T & G IDENTIFICATION SYSTEMS, INC. Invoice #150148-A

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #150148-A*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

PAYMENT (S) OF CLAIMS RELATED TO THIS DOCUMENT (S) WILL BE MADE AS SOON AS POSSIBLE AFTER CORRECTIVE ACTIONS HAS BEEN TAKEN AND THE CORRECTED AND PROPER DOCUMENTATION HAS BEEN SUBMITTED/RESUBMITTED TO THE AUDITOR'S OFFICE WITH SUFFICIENT TIME FOR THE AUDITOR TO EXAMINE AND APPROVE BEFORE THE NEXT SCHEDULED MEETING OF THE HIDALGO COUNTY COMMISSIONERS COURT, AS PER LOCAL GOVERNMENT CODE 113.064.

- ☐ EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES
- ☐ PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE
- ☐ AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT
- ☐ VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE
- ☐ INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT
- ☐ SIGNATURE OR DATE NOT PRESENT
- ☐ SYSTEM SHOWS INVOICE PAID
- ☐ INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $
- ☐ NEEDS APPROVAL OF:
- ☐ NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)
- ☐ NEEDS CORRECTION(S):
- ☐ NEEDS ADDITIONAL DOCUMENTATION i.e.,:
- ☑ OTHER: THE PURCHASE ORDER IS REFERENCING THESE ITEMS AS OPEN MARKET ITEMS, AND SINCE THE TOTAL PRICE OF THE INVOICE IS OVER A THOUSAND IT NEEDS THREE VERBAL QUOTES. THERE IS A NOTATION THAT SAYS GATEWAY - NO QUOTE AND STAPLES - NO QUOTE. THIS MAKES IT A SOLE SOURCE VENDOR IF NO QUOTES ARE PROVIDED. A SOLE SOURCE DECLARATION NEEDS TO BE ATTACHED TO THE INVOICE. PLEASE, GET WITH YOUR PURCHASING AGENT AND MAKE ANY NECESSARY CORRECTIONS BEFORE SUBMITTING BACK FOR PAYMENT.
- ☐ COMMENTS / RECOMMENDATION:

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

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

Lucy

DEPARTMENT NAME: **HIDALGO COUNTY HUMAN RESOURCES**
INVOICE SUMMARY COVER SHEET
BUDGET ACCOUNT NO. 2-1100-415-50-190-002-0.601
DATE SUBMITTED TO COUNTY AUDITOR: August 27, 2012

CO. AUDITORS
A/P CLERK
SIGNATURE: _____
PAYMENT DATE: _____

Vendor Name	Invoice date	Invoice number	Invoice amount	PO #
T & G Identification System, Inc.	08/16/12	150148-A	$ 3,740.00	678920
Freight			31.20	

2012 SEP 28 PM 3 50

TOTAL NUMBER OF INVOICES ATTACHED: 1

2012 AUG 27 PM 4 25
COUNTY AUDITOR
RECEIVED BY

TOTAL COVER SHEET AMOUNT: $ 3,771.20

RECEIVED BY

DATE SUBMITTED TO AUDITOR'S OFFICE 08/27/12

RECEIVED
AUG 23 2012
Human Resources

Invoice

T & G IDENTIFICATION SYSTEMS, INC.
712 W. MAGNOLIA AVE.
FORT WORTH, TX 76104-4609

Telephone: 817/336-4282

Invoice No.	150148-A
Customer No.	HIDALGO

Bill To

HIDALGO COUNTY
HUMAN RESOURCES / CIVIL SERVICE
1615 SOUTH CLOSNER BLVD., STE. F
EDINBURG, TX 78539

Contact: NEREIDA GARZA
Telephone: 956-318-2660 X4907

Ship To

HIDALGO COUNTY
HUMAN RESOURCES / CIVIL SERVICE
1615 SOUTH CLOSNER BLVD., STE. F
EDINBURG, TX 78539

Contact: NEREIDA GARZA
Telephone: 956-318-2660 X4907

Invoice Date	Order Date	SO Number	Ordered By	Customer PO Number	Payment Method
08/16/12	08/16/12		NEREIDA GARZA	678920	Net 30

Warehouse	Ship Via	F.O.B.	Salesperson	Resale Number
MAIN	UPS	Fort Worth	Bobby Mays	

Order Quantity	Ship Quantity	Tax	Item Number / Description	Unit Price	Extended Price
1,000	1,000	Y	PROX1386 HID ISO PROX II ACCESS CARD, 30 MIL, 26 BIT NUMBER RANGE: 12202-13201 PART NUMBER: 1386 LGGMN FORMAT: H10301 FACILITY CODE: 1	3.74	3,740.00

NOTICE: OUR FAX NUMBER IS (817) 336-0243
THANK YOU FOR YOUR BUSINESS.

VISIT OUR WEB SITE AT www.tgidsys.com

RECEIVED BY COUNTY AUDITOR
2012 AUG 27 PM 4 25

PO #

INVOICE RECEIVED BY: _____ on 08.22.12

APPROVED Sylvia Rios

DATE 08.27.12

GOODS/SERVICES RECEIVED BY: N. Garza on 08.20.12

PO# 678920 Z-1100-415-50-190-002-0-601

Print Date	08/16/12	**Total Paid**	0.00
Print Time	04:36:53 PM	**Balance Due**	3,771.20
Page No.	1	**Due Date**	09/15/12

Subtotal	3,740.00
Freight	31.20
Invoice Total	3,771.20

Printed By: Debi Smith

Packing Slip

T & G IDENTIFICATION SYSTEMS, INC.
712 W. MAGNOLIA AVE.
FORT WORTH, TX 76104-4609

Telephone: 817/336-4282

Invoice No.	150148
Customer No.	HIDALGO

Bill To

HIDALGO COUNTY
HUMAN RESOURCES / CIVIL SERVICE
1615 SOUTH CLOSNER BLVD., STE. F
EDINBURG, TX 78539

Contact : NEREIDA GARZA
Telephone : 956-318-2660 X4907

Ship To

HIDALGO COUNTY
HUMAN RESOURCES / CIVIL SERVICE
1615 SOUTH CLOSNER BLVD., STE. F
EDINBURG, TX 78539

Contact : NEREIDA GARZA
Telephone : 956-318-2660 X4907

Invoice Date	Order Date	SO Number	Ordered By	Customer PO Number	Payment Method
08/16/12	08/16/12		NEREIDA GARZA	678920	Net 30

Warehouse	Ship Via	F.O.B.	Salesperson	Resale #
MAIN	UPS	Fort Worth	Bobby Mays	

Order Quantity	Back Order Quantity	Current Shipment	Item Number / Description
1,000	0	1,000	PROX1386 HID ISO PROX II ACCESS CARD, 30 MIL, 26 BIT NUMBER RANGE: PART NUMBER: 1386 LGGMN FORMAT: H10301 FACILITY CODE:

NOTICE: OUR FAX NUMBER IS (817) 336-0243
THANK YOU FOR YOUR BUSINESS.

VISIT OUR WEB SITE AT www.tgidsys.com

Print Date	08/16/12
Print Time	04:00:39 PM
Page No.	1

Printed By: Debi Smith

RECEIVED
AUG 20 2012
Human Resources

Sylvia Rios

From: Nereida Garza [nereida.garza@co.hidalgo.tx.us]
Sent: Tuesday, September 18, 2012 10:03 AM
To: 'Sylvia Rios'
Subject: FW: PO 678920

FYI

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, September 18, 2012 9:53 AM
To: elizabeth.cano@auditor.co.hidalgo.tx.us
Cc: NEREIDA.GARZA@CO.HIDALGO.TX.US
Subject: PO 678920

Ms. Elizabeth, as per my conversation with Nereida Garza in connection with PO 678920, at the time the PO was requested she had requested 3 quotes with two vendors not carrying the product. As much as we try to obtain more quotes the vendors do not want to send us anything in writing and they just say they don't carry and don't want to bother with us.

Thank You,

Tanya De Lira

Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
P 956-318-2626 x 4878
F 956-292-7612

Estimates - FOENT04A 01/17/12 08:13 am

Requisition 00219924

Line No	Line Item Description	Vendor	Vendor Name	Amount	
					Edit

Description gateway -- Jr. 383-3861 -- no quote

					Edit

staples-- no quote

					Edit

AI-35080 **Purchasing Department 19. B. 1.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Martha Salazar **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Pursuant to Texas Local Government Code, requesting exemption through a Commissioners Court "order" granting same from competitive bidding requirements under Chapter 262.024: (a)(2) an item necessary to preserve or protect the public health or safety of the residents of the county; and,

B. Pursuant to Hidalgo County's Purchasing Policies and Procedures (Chapter IX-9.01.02 d,e,f) approval of emergency requests for the following requisitions with detailed circumstances, supporting documentation, user department's notifications for the following:

1. Requisition #220650 (PO#683343) with Reyna Enterprises d/b/a CRC-$1095.00 for "Renewal of Symantec Backup"-This renewal takes care of the Sheriff Office's backup support should their systems go down. It records performances for the day, 911 Dispatch, Records and Law Information;

2. Requisition #220985 (PO#683346) with Cellebrite USA Corp-$999.00 for "License Renewal-Universal Forensic Extraction Device"-This is used to extract data such as numbers, texts, and pictures from cell phones of all types of criminals so as to keep up with the continuous services with the updates of all phones that come out everyday;

3. Requisition #222869 (PO#683351) with Environmental Systems Research (ESRI)-$4,000.00 for "Software enables them and their 911 Center to pin point exactly on the map where Hidalgo County Deputies are at at all times by displayed in real time and motion as they are driving. They rely on this software for their Officers Safety among other extreme services;

4. Requisition #223184 (PO#683348) with Commercial Electronics Corp-$27,474.34 for "Purchase of 911 Recorder Equipment/Software" for the upgrading of the existing one in place. Failure to replace/upgrade this 911 device/equipment/software services before the current one malfunctions will result in no recordings of 911 calls which would be very crucial evidence in a court for an offender or more importantly a Victim as stated in the Sheriff's Office correspondence.

5. Requisition #222835 (PO#683354) with IBM Corporation-$1,993.20 for "Subscription and Support Renewal" allows gathering of crucial information about hot crimes, where they are occurring, where they are most likely to occur, and plot this information on charts that are provided to the Sheriff which in turn can be provided to this command staff which coordinate to Patrol or Tactical Units.

C. Approval to rescind action on three (3) agenda items previously approved by Commissioners Court as detailed as follows:

1. AI#34170-CC approved -09/18/12 with Reyna Enterprises d/b/a for the Symantec backup for the support renewal;
2. AI#34039-CC approved -09/18/12 with CelleBrite USA Corp for the upgrading of existing software;

3. AI#34179-CC approved -10/16/12 with IBM Corporation for the annual subscription and support services.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

FISCAL YEAR: 2012 **ACCT. #:** 1100-421-00-280-001-0-745

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

BUDGETARY IMPACT:

Attachments

TX. LOC. GOV. CODE 262
SHERIFF'S OFFICE CORRESPONDENCE
REYNA ENTERPRISES
CELLEBRITE USA CORP.
ESRI
COMMERCIAL ELECTRONICS
IBM
PRIOR AI#34170 REYNA ENTERPRISES
PRIOR AI#34039 CELLEBRITE
PRIOR AI#34179 AND MINUTES
ORDER DOCUMENT
policy

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/02/2012 02:06 PM
Budget & Management	Merlen P. Munoz	11/02/2012 02:09 PM
Roland Garcia	Rolando Garcia	11/02/2012 03:50 PM
Auditor's Office	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Vangie Garcia Started On: 11/01/2012 10:42 AM

Final Approval Date: 11/02/2012

LOCAL GOVERNMENT CODE

TITLE 8. ACQUISITION, SALE, OR LEASE OF PROPERTY

SUBTITLE B. COUNTY ACQUISITION, SALE, OR LEASE OF PROPERTY

CHAPTER 262. PURCHASING AND CONTRACTING AUTHORITY OF COUNTIES

SUBCHAPTER A. GENERAL PROVISIONS

Sec. 262.024. DISCRETIONARY EXEMPTIONS. (a) A contract for the purchase of any of the following items is exempt from the requirement established by Section 262.023 if the commissioners court by order grants the exemption:

(1) an item that must be purchased in a case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the county;

(2) an item necessary to preserve or protect the public health or safety of the residents of the county;

(3) an item necessary because of unforeseen damage to public property;

(4) a personal or professional service;

(5) any individual work performed and paid for by the day, as the work progresses, provided that no individual is compensated under this subsection for more than 20 working days in any three month period;

(6) any land or right-of-way;

(7) an item that can be obtained from only one source, including:

(A) items for which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;

(B) films, manuscripts, or books;

(C) electric power, gas, water, and other utility services; and

(D) captive replacement parts or components for equipment;

Evangelina Garcia

From: Tanya.Delira [tanya.delira@co.hidalgo.tx.us]
Sent: Friday, November 02, 2012 10:35 AM
To: 'Evangelina Garcia'; yolanda.velasquez@co.hidalgo.tx.us
Subject: FW: Renewals

FYI

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Friday, November 02, 2012 8:55 AM
To: 'Tanya.Delira'; 'Yolanda Velasquez'
Subject: FW: Renewals

Myra Montoya, Accountant I
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78539
Phone: (956) 393-6024
Fax: (956) 393-6027

From: Michael [mailto:michael.garza@hidalgoso.org]
Sent: Thursday, November 01, 2012 4:59 PM
To: tanya.delira@co.hidalgo.tx.us; yolanda.valasquez@co.hidalgo.tx.us; 'Patricia Medina'
Cc: 'Juan Tapia'; richard.ozuna@hidalgoso.org; myra.montoya@hidalgoso.org; rosie.hinojosa@hidalgoso.org; emilia.uriegas@hidalgoso.org
Subject: RE: Renewals

From: Michael [mailto:michael.garza@hidalgoso.org]
Sent: Thursday, November 01, 2012 9:48 AM
To: 'tanya.delira@co.hidalgo.tx.us'; 'yolanda.valasquez@co.hidalgo.tx.us'
Cc: 'Juan Tapia'; 'richard.ozuna@hidalgoso.org'; 'myra.montoya@hidalgoso.org'; 'rosie.hinojosa@hidalgoso.org'; 'emilia.uriegas@hidalgoso.org'
Subject: Renewals

Tanya,

Thank you for talking to me yesterday..

I'm still very concerned about my request for renewals that I have been waiting on for 2 months already.
The 5 items are vital modules that work hand in hand for daily operations here at the Sheriff's Office. Let me explain in more detail.

- **Commercial Electronics Renewal**- This renewal is not just a support renewal for our 911 recorder; it is also an end of life replacement.
  Failure to replace this device in time before it malfunctions, will result in no recordings for any 911call regardless
  of a Fatality or and Information call which by the way is crucial evidence in the courts for an Offender or more importantly a Victim.

- **Symantec Software Renewal**- This renewal takes care of our backup support should our system's go down! The Symantec Software system makes backups of

All our work that was performed for the day, 911 Dispatch, Records, and Law. Basically all law Records.

We have been building our Software since ***GoLive*** which took effect on Dec 5, 2011 and our warranty expired. We have

Not made any backups due to not being ready. Now that we are ready, we are not able to, due to warranty being expired

And waiting on legal.

- **ESRI Renewal** Our ESRI software which stands for Environmental Systems Research Institute (developer of geographic information systems (GIS), is also

Out of Warranty. This software enables me and our 911 Center to pin point exactly on the map were they (deputies) are at. This is displayed in real time

And in motion as they drive on the map. It can also distinguish how fast, how slow, speed and Idle time.

We rely on this software for Officer Safety. If our officer is down and doesn't know his/her whereabouts we can distinguish by checking and rerouting other units

To his/her location for backup which could save the lives of one of own.

CELLEBRITE

- **UNIVERSAL FORENSIC DEVICE-** This device is used to extract data such as numbers, texts, and pictures from cell phones of all types of criminals. The renewal is very important so

we can keep up with the updates of all phones that come out everyday.

- **IBM I2 ANALYST-** The I2 Analyst Software allows are Intel Dept which gathers crucial information about hot crimes, where they are occurring, where they are most

Likely to occur, and plot this information on charts that are provided to the Sheriff which in turn can be provided to his command staff which coordinate to

Patrol or Tactical Units.

.

I consider these 5 renewals Emergency Requests Renewals for the Sheriff's office considering the severity of the damages it will create should we not have them in place **a month ago**. I've turn in everything I possibly could to make this possible week after week. Please reply back today and let me know were we stand so I can get Sheriff Trevino involved.

Thank You,

Michael Garza
HCSO IT Manager
Spillman Administrator (SAA)
956-393-6031 O
956-457-4862 M
956-292-7065 F

Purchase Order

COUNTY OF HIDALGO

PO#: 683343

DATE: 11/02/12

VENDOR: 264563 REQ:00220650

Email:

Phone:

REYNA ENTERPRISES, INC DBA CRC
131 EAST PECAN
MCALLEN TX 78501

Vendor Acct:

BUYER:

SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: MYRA MONTOYA (956)393-6024

SITE: SHERIFF'S LAW ENFORCEMENT FACILITY

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		RENEWAL OF SYMANTEC BACKUP EXEC AND OPTIONS		
1	EACH	OM ITEM#LQCXWZZ0-ER1GS, SYMANTEC BACKUP EXEC 2012-ESSENTIAL SUPPORT RENEWAL (1 YEAR)- 1 SERVER- GOV SYMANTEC BUYING PROGRAMS GOVERNMENT- LEVEL S (1+)- WIN	245.00	245.00
1	EACH	OM ITEM#MFYTWZZ0-ER1GS, SYMANTEC DESKTOP AND LAPTOP OPTION (V.7.0)- ESSENTIAL SUPPORT (RENEWAL) (1 YEAR) - 1-10 USERS- GOV-SYMANTEC BUYING PROGRAMS: GOVERNMENT- LEVEL S(1+) - WIN	125.00	125.00
5	EACH	OM ITEM#MLJXWZZ0-ER1GS, SYMANTEC BACKUP EXEC 2012 AGENT FOR WINDOWS ESSENTIAL SUPPORT (RENEWAL) (1 YEAR) -1 SERVER-GOV SYMANTEC BUYING PROGRAMS: GOVERNMENT-LEVEL S (1+)-WIN	145.00	725.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,095.00
		********** For Hidalgo County use only **********		
		2-1100-421-00-280-001-0-336 1,095.00		
		Approved		

Authorized by: Martha L. Salazar

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00220650
PO #
Date: 08/06/12

Bill To: x
x

Vendor : 264563
REYNA ENTERPRISES, INC DBA CRC
131 EAST PECAN
MCALLEN TX 78501

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MIKE GARZA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		RENEWAL OF SYMANTEC BACKUP EXEC AND OPTIONS DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM#LQCXWZZ0-ER1GS, SYMANTEC BACKUP EXEC 2012-ESSENTIAL SUPPORT RENEWAL (1 YEAR)- 1 SERVER- GOV SYMANTEC BUYING PROGRAMS GOVERNMENT- LEVEL S (1+)- WIN	245.00	245.00
1.00	EACH	ITEM#MFYTWZZ0-ER1GS, SYMANTEC DESKTOP AND LAPTOP OPTION (V.7.0)- ESSENTIAL SUPPORT (RENEWAL) (1 YEAR) - 1-10 USERS-GOV-SYMANTEC BUYING PROGRAMS: GOVERNMENT- LEVEL S(1+) - WIN	125.00	125.00
5.00	EACH	ITEM#MLJXWZZ0-ER1GS, SYMANTEC BACKUP EXEC 2012 AGENT FOR WINDOWS ESSENTIAL SUPPORT (RENEWAL) (1 YEAR) -1 SERVER-GOV SYMANTEC BUYING PROGRAMS: GOVERNMENT-LEVEL S (1+)-WIN	145.00	725.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	1,095.00	
			Freight	.00
			Total	1,095.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req 220650

C R C
COMPUTER REPAIR CENTER

August 2, 2012

Hidalgo County Sheriff's Department
711 El Cibolo Road
Edinburg, TX 78541

business partner

AT: Mike Garza

SUBJECT: Quote Renewal Symantec Backup Exec and options.

Qty	Product Number	Description	Unit Price	Ext Price
1	LQCXWZZ0-ER1GS	Symantec Backup Exec 2012 - Essential Support (renewal) (1 year) - 1 server - GOV - Symantec Buying Programs Government - level S (1+) - Win	$ 245.00	$ 245.00
1	MFYTWZZ0-ER1GS	Symantec Desktop and Laptop Option - (v 7 0) - Essential Support (renewal) (1 year) - 1-10 users - GOV - Symantec Buying Programs Government - level S (1+) - Win	$ 125.00	$ 125.00
5	MLJXWZZ0-ER1GS	Symantec Backup Exec 2012 Agent for Windows - Essential Support (renewal) (1 year) - 1 server - GOV - Symantec Buying Programs Government - level S (1+) - Win	$ 145.00	$ 725.00
		Total		**$ 1,095.00**
		Tax		**Exempt**
		Total		**$ 1,095.00**

Respectfully,

Daniel Reyna

dreyna@crc-computers.com

191 EAST PECAN BLVD • MCALLEN, TX • 78501
PHONE (956) 631-2771 • FAX (956) 631-4848
E MAIL dreyna@crc-computers.com

NIGP Code™

- **NIGP Search**
- Keyword Search
- Code Search
- **Drill Down Search**
  - Category
  - Class
- Customer Contracts
- **Admin Maintenance**
- View Your Agency's Information
- Maintain Your Agency's Users
- **Downloads**
- Download the NIGP Code
- **Navigation**
- Home
- Help
- Log Out

Keyword Search

Customer Info

Customer Name: Hidalgo, County of - TX
Contract ID: All contracts

Search Depth Criteria

- (•) Normal (7-Digit Level)
- ( ) Thorough (11-Digit Level)

- (•) Search **ALL** keywords
- ( ) Search **ANY** keywords

Keyword(s): agreement

Perform Search

Legend

Code Level	Class	Class-Item	Group	Detail
Example	XXX	XXX-XX	XXX-XX-XX	XXX-XX-XX-XXX-X

Code	Description	UOM
920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES	N/A
920-45	Software Maintenance/Support	N/A
920-45-04	MAINTENANCE AND SUPPORT, AUDIO/VIDEO CONFERENCING SYSTEMS SOFTWARE	N/A
920-45-06	MAINTENANCE AND SUPPORT OF CRASH RECORD INFORMATION SYSTEMS SOFTWARE	N/A
920-45-07	MAINTENANCE AND TECHNICAL SUPPORT, CUSTOMER SERVICE CENTER SOFTWARE	N/A
920-45-08	MAINTENANCE AND SUPPORT, BAR CODE SCANNING SYSTEM SOFTWARE	N/A
920-45-10	MAINTENANCE AND SUPPORT, GLOBAL INFORMATION SYSTEM RECEIVERS	N/A
920-45-11	MAINTENANCE OF FILE MANAGEMENT SYSTEM	N/A
920-45-12	MAINTENANCE AND SUPPORT, INTEGRATED FACILITIES ACCESS SYSTEM	N/A
920-45-14	MAINTENANCE AND SUPPORT, MOBILITY CONTROLLER	N/A
920-45-15	MAINTENANCE AND SUPPORT, PHOTOGRAMMETRY SOFTWARE	N/A
920-45-16	MAINTENANCE, NETWORKING SOFTWARE	N/A
920-45-17	MAINTENANCE AND SUPPORT, LOAD FRAME SOFTWARE	N/A
920-45-18	MAINTENANCE AND TECHNICAL SUPPORT SERVICES, HOTO CATALOGING SOFTWARE	N/A
920-45-19	MAINTENANCE AND TECHNICAL SUPPORT, VIDEO EDITING SYSTEMS	N/A
920-45-20	MAINTENANCE AND LICENSE AGREEMENT SERVICES,	N/A

NIGP Code™

- NIGP Search
- Keyword Search
- Code Search
- Drill Down Search
  - Category
  - Class
- Customer Contracts
- Admin Maintenance
- View Your Agency's Information
- Maintain Your Agency's Users
- Downloads
- Download the NIGP Code
- Navigation
- Home
- Help
- Log Out

Keyword Search

Customer Info

Customer Name: Hidalgo, County of - TX
Contract ID: All contracts

Search Depth Criteria

- (•) Normal (7-Digit Level)
- ( ) Thorough (11-Digit Level)

- (•) Search **ALL** keywords
- ( ) Search **ANY** keywords

Keyword(s): SOFTWARE SUBSCRIPTION

Perform Search

Legend

Code Level	Class	Class-Item	Group	Detail
Example	XXX	XXX-XX	XXX-XX-XX	XXX-XX-XX-XXX-X

Code	Description
208	COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED)
208-67	PROGRAMMING: BASIC, ASSEMBLER, COMPUTER ASSISTED SOFTWARE ENGINEERING TOOLS (CASE), LIBRARIES, ETC.
208-67-75	SOFTWARE, MICROCOMPUTER, SUBSCRIPTIONS
715	PUBLICATIONS, AUDIOVISUAL MATERIALS, BOOKS, TEXTBOOKS (PREPARED MATERIALS ONLY)
715-10	BOOKS, CURRICULUM GUIDES, DIRECTORIES, MAGAZINES, PAMPHLETS, PERIODICALS, PUBLICATIONS, REPRINTS, ETC.
715-10-22	BOOKS, COMMODITY CODE AND PURCHASING SOFTWARE (PRE-PRINTED)
920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
920-02	ACCESS SERVICES, DATA
920-02-44	GLOBAL POSITIONING SYSTEM (GPS) SUBSCRIPTION SERVICE
920-46	SOFTWARE UPDATING SERVICES
920-46-80	SUBSCRIPTION SERVICE, MICROCOMPUTER SOFTWARE
920-46-90	UPGRADING SERVICES, SOFTWARE

12 total returned. Return to the TOP

$20,433.44 ✓
10/10/12

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Req 220650

C R C
COMPUTER REPAIR CENTER

August 2, 2012

Hidalgo County Sheriff's Department
711 El Cibolo Road
Edinburg, TX 78541

business partner

AT: Mike Garza

SUBJECT: Quote Renewal Symantec Backup Exec and options.

Qty	Product Number	Description	Unit Price	Ext Price
1	LQCXWZZ0-ER1GS	Symantec Backup Exec 2012 - Essential Support (renewal) (1 year) - 1 server - GOV - Symantec Buying Programs . Government - level S (1+) - Win	$ 245.00	$ 245.00
1	MFYTWZZ0-ER1GS	Symantec Desktop and Laptop Option - (v. 7.0) - Essential Support (renewal) (1 year) - 1-10 users - GOV - Symantec Buying Programs : Government - level S (1+) - Win	$ 125.00	$ 125.00
5	MLJXWZZ0-ER1GS	Symantec Backup Exec 2012 Agent for Windows - Essential Support (renewal) (1 year) - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win	$ 145.00	$ 725.00
		Total		**$ 1,095.00**
		Tax		**Exempt**
		Total		**$ 1,095.00**

Respectfully,

Daniel Reyna

dreyna@crc-computers.com

5-23-0608

131 EAST PECAN BLVD • MCALLEN, TX • 78501
PHONE (956) 631-2121 • FAX (956) 631-4696
E-MAIL dreyna@crc-computers.com

Symantec.

GOVERNMENT

Sales Order #: 17925226

For ease of managing your support renewal, please retain this certificate which holds valuable reference information for your renewal transaction inclusive of your Symantec Agreement Number (SAN).

Licensing Portal Help Tutorials: https://licensing.symantec.com/acctmgmt/home/Jump.jsp
These two-minute videos explain how to get license keys for new purchases and version upgrades.

Global Enterprise Customer Care URL: http://go.symantec.com/callcustomercare
Contact Customer Care for non-technical licensing-related questions.

Technical Support URL: http://www.symantec.com/enterprise/support/index.jsp
Contact Technical Support for technical product-related questions

Software Download URL: https://fileconnect.symantec.com
You will need a Serial Number related to your product for access.

Symantec URL: http://www.symantec.com
Learn more about Symantec products and services.

Symantec Licensing Program URL: http://www.symantec.com/business/products/licensing/index.jsp
Learn more about the benefits of the Buying Program you are participating in.

Symantec Education Voucher Redemption URL: http://www.symantec.com/business/training/evoucher/
To access your Education purchase click on the Education Voucher Redemption URL link above, and using the serial number on the face of this certificate, complete the Voucher registration process, then follow the instructions to begin your training.

Managed Security Services Client Services Team: clientservices@monitoredsecurity.com
For Managed Security Services related questions, please contact the Client Services Team.

Symantec.cloud management console URL: https://hostedendpoint.spn.com/

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Symantec Product is currently prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

Symantec.

GOVERNMENT

Sales Order #: 17925226

Amendment To Symantec End User License Agreement

This document, including any attachments, referenced terms, and the information provided on the face of this document (collectively, this 'Certificate') is a legal agreement between the end user named on the face of this Certificate (the 'Licensee'), and Symantec Corporation and/or its subsidiaries ("Symantec"). This Certificate amends the Symantec end user license agreement (also known as the 'EULA') contained in the original physical media pack(s) of and/or included in the Symantec software product(s) listed on the face of this Certificate (the 'Software'). Accordingly, this Certificate and the rights granted herein are only effective as to end-users who have received electronic access to or physical media of the Software listed on the face of this Certificate, and who have agreed to the terms of the EULA contained in such Software and/or its media pack. Please read this Certificate. By loading the software, or by using or making copies of the Software, Licensee indicates its consent to the terms and conditions set forth below.

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2. SOFTWARE COPIES. Licensee may make copies of the Software authorized under Section 1 of this Certificate, in object code form only, from the copy of the Software and user documentation contained in the original media for the Software obtained from Licensee's authorized reseller. An auditor, selected by Symantec and reasonably acceptable to Licensee, may, upon reasonable notice and during normal business hours, but not more often than once each year, inspect Licensee's records and deployment in order to confirm Licensee's use of the Software complies with this Certificate. Symantec shall bear the costs of any such audit, except where the audit demonstrates that the MSRP value of Licensee's non-compliant usage exceeds five percent (5%) of the MSRP value of Licensee's compliant deployments. In such case, in addition to purchasing appropriate licenses for any overdeployed Software licenses, Licensee shall reimburse Symantec for the auditor's reasonable actual fees for such audit.

3. UPGRADES AND CROSS-GRADES. For certain Software, Symantec reserves the right to require that any upgrades (if any) of the Software may only be obtained in a quantity equal to the number indicated on the face of this Certificate. An upgrade to an existing license shall not be deemed to increase the number of licenses which Licensee is authorized to use. Additionally, if Licensee upgrades a Software license, or purchases any of the Software licenses listed on the face of this Certificate to cross-grade an existing license (i.e. to increase its functionality, and/or transfer it to a new operating system, hardware tier or licensing metric) then Symantec issues this Certificate based on the understanding that Licensee agrees to cease using the original license. Any such license upgrade or cross-grade is provided under Symantec's policies in effect at the time of order. This Certificate does not separately license Licensee for additional licenses beyond those which Licensee has purchased, and which have been authorized by Symantec.

4. CONTENT UPDATES. Certain Software uses content that is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware products; updated antispam definitions for antispam products; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for some firewall products; updated intrusion-detection data for intrusion detection products; updated lists of authenticated web pages for website authentication products; updated policy compliance rules for policy compliance products; and updated vulnerability signatures for vulnerability assessment products. These updates are collectively referred to as "Content Updates". If Licensee subscribes to a Symantec maintenance/support offering consisting of or including Content Updates, as separately described in the Symantec certificate for such subscription (the "Support Certificate"), Licensee is granted the right to use, as part of the Software, the Content Updates included in such subscription to the extent they become generally available to Symantec's end user customers as part of such subscription, for any period for which Licensee has purchased the appropriate maintenance/support, as indicated on the face of such Support Certificate. This Certificate does not otherwise permit Licensee to obtain and use Content Updates.

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6. ENTIRE AGREEMENT. This Certificate and the EULA constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede any and all written or oral agreements with respect to such subject matter.

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Symantec Product is currently prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

Symantec.

SUPPORT

Sales Order #: 17925226

Symantec Enterprise Technical Support

This document (the "Certificate") is a legal agreement between the end user (the "Licensee") named on the face of this certificate and Symantec Corporation and/or its subsidiaries ("Symantec"). This Certificate and the rights granted herein are only effective as to end users who have a valid license pursuant to a Symantec license agreement (the "License Agreement") for the underlying Symantec software product(s) (the "Software") for which this support will be provided. Please read this Certificate.

IF LICENSEE DOES NOT AGREE TO THESE TERMS, THEN SYMANTEC IS UNABLE TO PROVIDE SUPPORT FOR THE SOFTWARE TO LICENSEE. RECEIPT OF SUPPORT INDICATES LICENSEE'S AGREEMENT TO THESE TERMS.

Support Offerings: Commencing on the issue date set forth on the face of this Certificate, Symantec will provide to Licensee the support service(s) listed on the face of this Certificate, within the Symantec region in which the Software is licensed for use as indicated in the License Agreement. Support services are provided under the terms and conditions listed below, until the end date set forth on the face of the Certificate.

1. Essential Support.
1) Access to technical support provided by telephone on a 24x7 basis; 2) Continuous Efforts Problem Resolution Engineering (available upon request for Severity 1 Cases only); 3)Access to the Symantec technical support website; 4)Delivery of bug fixes and patches; 5) Essential Support includes Content Updates, if applicable, and Upgrade Assurance; 6) Licensee may designate up to six (6) individuals per title of Software for Essential Support to act as liaisons with Symantec Technical Services staff ("Designated Contacts").

2. Basic Maintenance.
1)Access to technical support provided by telephone from 8 a.m. to 6 p.m. during the normal business week of, and in accordance with statutory holidays of, the country where the Software is installed; 2) Access to the Symantec technical support website; 3) Delivery of bug fixes and patches; 4) Basic Maintenance includes Content Updates, if applicable, and Upgrade Assurance; 5) Licensee may designate up to two (2) individuals per title of Software for Basic Maintenance to act as Designated Contacts as defined above.

Definitions:

- Content Updates: Content Updates as used in this Certificate refer to content used by Software that is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware software; updated antispam rules for antispam software; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for firewall products; updated vulnerability signatures for vulnerability assessment products; updated policy compliance updates for policy compliance software; updated lists of authenticated web pages for web site authentication software; and updated intrusion detection data for intrusion detection products, (if applicable). Content Updates means the right to use Content Updates to the Software as they become generally available to Symantec's end user customers except for those Content Updates that are only available through purchase of a Content Updates Subscription. Symantec reserves the right to designate specified Content Updates as requiring purchase of a Content Updates Subscription at any time and without notice to Licensee; provided, however, that if Licensee purchases support hereunder that includes particular Content Updates on the issue date set forth on the face of this Certificate, Licensee will not have to pay an additional fee to continue receiving such Content Updates through the end date set forth on the face of this Certificate, even if Symantec designates such Content Updates as requiring a Content Updates Subscription.
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- Upgrade Assurance: The right to use upgrades to the Software as they become generally available to Symantec's end user customers. An upgrade is any version of the Software which has been released to the public and which replaces the prior version of the Software on Symantec's price list. All such upgraded Software is licensed to Licensee for use subject to all terms and conditions, including without limitation disclaimers of warranties and limitation of liabilities, of the License Agreement. Nothing in this Certificate shall be construed as separately licensing copies of the Software or increasing the number of copies of Software licensed to Licensee.

Terms and Conditions:

- Support Policies: The support service(s) will be provided in accordance with Symantec's Enterprise Technical Support Policy and other support policies which may be revised and updated by Symantec from time to time without notice to Licensee. Please refer to www.symantec.com/enterprise/support/support_policies.jsp for copies of such policies. Under Symantec's Enterprise Technical Support Policy, support services may be discontinued for certain Software or a particular version of Software prior to the end date set forth on the face of this Certificate.
- Geographic Availability: Not all of the support services listed above are available in all countries or locations or for all Symantec software products.
- Scope of Support: Licensee's technical assistance may be limited to error correction resolution in certain Software if Licensee has not installed and implemented all licenses for such Software in accordance with the directions for installation provided by Symantec. Please refer to http://www.symantec.com/enterprise/products/index.jsp for additional information on services offered by Symantec to assist you in proper installation and implementation of Software. Technical support will not include activities that would be typically made generally available and characterized by Symantec as product training, consulting involving integration, security solutions enablement, security advisory, pre-production configuration services, managed security or implementation services or the like, which are offered separately as noted below.
- Additional Designated Contacts: Licensee may add additional Designated Contact(s) for either Essential Support or Basic Maintenance by paying the applicable fee in effect at the time Licensee seeks to add the additional Designated Contact(s). If Licensee has purchased the right to designate additional Designated Contacts, the number set forth on the face of this Certificate reflects the number of additional designated Licensee Designated Contacts who may receive technical support on Licensee's behalf with the same rights and for the same term as the primary contacts for either Essential Support or Basic Maintenance.
- Acknowledgement of Use of Personal Data. Licensee recognizes that Symantec will require Licensee to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses), in order for Symantec to provide Support and to keep Licensee apprised of support and product updates. Licensee acknowledges that Symantec is a global organization, and such personal data may be accessible on a global basis to enable Symantec to provide Licensee Support. By providing such personal data, Licensee consents to Symantec using, transferring and processing this personal data on a global basis for the purposes described above.
- Support Services Warranty. Symantec warrants, for a period of thirty (30) days from the date of performance of support services under this Certificate, that such support services will be performed in a manner consistent with generally accepted industry standards. For support services not performed as warranted in this provision, and provided Licensee has reported such non-conformance to Symantec within thirty (30) days of performance of such non-conforming support services, Symantec will, at its discretion, either correct any nonconforming support services or refund the relevant fees paid for the nonconforming support services.

THIS IS LICENSEE'S EXCLUSIVE REMEDY AND SYMANTEC'S SOLE LIABILITY ARISING IN CONNECTION WITH THE SUPPORT SERVICES WARRANTY DESCRIBED IN THIS SECTION.
DISCLAIMER OF DAMAGES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE PROVISION OF SUPPORT SERVICE(S), EVEN IF THE PARTY, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAS BEEN TOLD SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE PURCHASE PRICE FOR THE SUPPORT SERVICE(S). NOTHING IN THIS CERTIFICATE SHALL EXCLUDE OR LIMIT SYMANTEC'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

INTEGRATION: This Certificate, as supplemented by any relevant terms in the License Agreement not otherwise defined herein, constitutes the entire agreement between this parties pertaining to the subject matter hereof, and, except as otherwise agreed upon in writing by the parties, supersedes any and all prior written or oral agreement with respect to such subject matter.

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Symantec Product is currently prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

Tanya.Delira

From: Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
Sent: Tuesday, August 28, 2012 3:18 PM
To: 'Tanya.Delira'
Subject: FW: CRC Agreement (220650)

See Mr. Crain's approval

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, August 28, 2012 2:49 PM
To: 'Darlene Betancourt'
Subject: RE: CRC Agreement (220650)

Darlene: I used a magnifying glass and was able to read the document. The document is fine.

From: Darlene Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Tuesday, August 28, 2012 1:25 PM
To: scrain@atlashall.com
Subject: FW: CRC Agreement (220650)

Good Afternoon Mr. Crain

As a result of Ms. Marty absence, I have attached you will find an agreement for the Sheriffs Office for your review and comments.

Should you have any questions, do not hesitate to contact me. Thank you

Respectfully,
Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, August 28, 2012 11:54 AM
To: darlene.betancourt@co.hidalgo.tx.us
Cc: 'Myra Montoya'
Subject: CRC Agreement (220650)

Ms. Darlene may you please forward this agreement to legal for their review.

Thank You,

Tanya De Lira
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
P 956-318-2626 x 4878
F 956-292-7612

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00220650
PO #
Date: 08/06/12

Bill To: x
x

Vendor : 264563
REYNA ENTERPRISES, INC DBA CRC
131 EAST PECAN
MCALLEN TX 78501

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MIKE GARZA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		RENEWAL OF SYMANTEC BACKUP EXEC AND OPTIONS DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM#LQCXWZZ0-ER1GS, SYMANTEC BACKUP EXEC 2012-ESSENTIAL SUPPORT RENEWAL (1 YEAR)- 1 SERVER- GOV SYMANTEC BUYING PROGRAMS GOVERNMENT- LEVEL S (1+)- WIN	245.00	245.00
1.00	EACH	ITEM#MFYTWZZ0-ER1GS, SYMANTEC DESKTOP AND LAPTOP OPTION (V.7.0)- ESSENTIAL SUPPORT (RENEWAL) (1 YEAR) - 1-10 USERS-GOV-SYMANTEC BUYING PROGRAMS: GOVERNMENT- LEVEL S(1+) - WIN	125.00	125.00
5.00	EACH	ITEM#MLJXWZZ0-ER1GS, SYMANTEC BACKUP EXEC 2012 AGENT FOR WINDOWS ESSENTIAL SUPPORT (RENEWAL) (1 YEAR) -1 SERVER-GOV SYMANTEC BUYING PROGRAMS: GOVERNMENT-LEVEL S (1+)-WIN	145.00	725.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	1,095.00	
			Freight	.00
			Total	1,095.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req 220650

CRC
COMPUTER REPAIR CENTER

August 2, 2012

Hidalgo County Sheriff's Department
711 El Cibolo Road
Edinburg, TX 78541

business partner

AT: Mike Garza

SUBJECT: Quote Renewal Symantec Backup Exec and options.

Qty	Product Number	Description	Unit Price	Ext Price
1	LQCXWZZ0-ER1GS	Symantec Backup Exec 2012 - Essential Support (renewal) (1 year) - 1 server - GOV - Symantec Buying Programs Government - level S (1+) - Win	$ 245.00	$ 245.00
1	MFYTWZZ0-ER1GS	Symantec Desktop and Laptop Option - (v 7 0) - Essential Support (renewal) (1 year) - 1-10 users - GOV - Symantec Buying Programs Government - level S (1+) - Win	$ 125.00	$ 125.00
5	MLJXWZZ0-ER1GS	Symantec Backup Exec 2012 Agent for Windows - Essential Support (renewal) (1 year) - 1 server - GOV - Symantec Buying Programs Government - level S (1+) - Win	$ 145.00	$ 725.00
		Total		**$ 1,095.00**
		Tax		**Exempt**
		Total		**$ 1,095.00**

Respectfully,

Daniel Reyna
dreyna@crc-computers.com

331 EAST PECAN BLVD • MCALLEN, TX • 78501
PHONE (956) 631-2221 • FAX (956) 631-4646
E MAIL dreyna@crc-computers.com

NIGP Code™

NIGP Search
- Keyword Search
- Code Search

Drill Down Search
- Category
- Class

- Customer Contracts

Admin Maintenance
- View Your Agency's Information
- Maintain Your Agency's Users

Downloads
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Navigation
- Home
- Help
- Log Out

Keyword Search

Customer Info

Customer Name: Hidalgo, County of - TX
Contract ID: All contracts

Search Depth Criteria

(•) Normal (7-Digit Level)
( ) Thorough (11-Digit Level)

(•) Search **ALL** keywords
( ) Search **ANY** keywords

Keyword(s): agreement

Perform Search

Legend

Code Level	Class	Class-Item	Group	Detail
Example	XXX	XXX-XX	XXX-XX-XX	XXX-XX-XX-XXX-X

Code	Description	UOM
920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES	N/A
920-45	**Software Maintenance/Support**	N/A
920-45-04	MAINTENANCE AND SUPPORT, AUDIO/VIDEO CONFERENCING SYSTEMS SOFTWARE	N/A
920-45-06	MAINTENANCE AND SUPPORT OF CRASH RECORD INFORMATION SYSTEMS SOFTWARE	N/A
920-45-07	MAINTENANCE AND TECHNICAL SUPPORT, CUSTOMER SERVICE CENTER SOFTWARE	N/A
920-45-08	MAINTENANCE AND SUPPORT, BAR CODE SCANNING SYSTEM SOFTWARE	N/A
920-45-10	MAINTENANCE AND SUPPORT, GLOBAL INFORMATION SYSTEM RECEIVERS	N/A
920-45-11	MAINTENANCE OF FILE MANAGEMENT SYSTEM	N/A
920-45-12	MAINTENANCE AND SUPPORT, INTEGRATED FACILITIES ACCESS SYSTEM	N/A
920-45-14	MAINTENANCE AND SUPPORT, MOBILITY CONTROLLER	N/A
920-45-15	MAINTENANCE AND SUPPORT, PHOTOGRAMMETRY SOFTWARE	N/A
920-45-16	MAINTENANCE, NETWORKING SOFTWARE	N/A
920-45-17	MAINTENANCE AND SUPPORT, LOAD FRAME SOFTWARE	N/A
920-45-18	MAINTENANCE AND TECHNICAL SUPPORT SERVICES, HOTO CATALOGING SOFTWARE	N/A
920-45-19	MAINTENANCE AND TECHNICAL SUPPORT, VIDEO EDITING SYSTEMS	N/A
920-45-20	MAINTENANCE AND LICENSE AGREEMENT SERVICES,	N/A

NIGP Code™

- NIGP Search
- Keyword Search
- Code Search
- Drill Down Search
  - Category
  - Class
- Customer Contracts
- Admin Maintenance
- View Your Agency's Information
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- Downloads
- Download the NIGP Code
- Navigation
- Home
- Help
- Log Out

Keyword Search

Customer Info

Customer Name: Hidalgo, County of - TX
Contract ID: All contracts

Search Depth Criteria

- (•) Normal (7-Digit Level)
- ( ) Thorough (11-Digit Level)

- (•) Search **ALL** keywords
- ( ) Search **ANY** keywords

Keyword(s): SOFTWARE SUBSCRIPTION

Perform Search

Legend

Code Level	Class	Class-Item	Group	Detail
Example	XXX	XXX-XX	XXX-XX-XX	XXX-XX-XX-XXX-X

Code	Description
208	COMPUTER SOFTWARE FOR MICROCOMPUTERS (PREPROGRAMMED)
208-67	PROGRAMMING: BASIC, ASSEMBLER, COMPUTER ASSISTED SOFTWARE ENGINEERING TOOLS (CASE), LIBRARIES, ETC.
208-67-75	SOFTWARE, MICROCOMPUTER, SUBSCRIPTIONS
715	PUBLICATIONS, AUDIOVISUAL MATERIALS, BOOKS, TEXTBOOKS (PREPARED MATERIALS ONLY)
715-10	BOOKS, CURRICULUM GUIDES, DIRECTORIES, MAGAZINES, PAMPHLETS, PERIODICALS, PUBLICATIONS, REPRINTS, ETC.
715-10-22	BOOKS, COMMODITY CODE AND PURCHASING SOFTWARE (PRE-PRINTED)
920	DATA PROCESSING, COMPUTER, PROGRAMMING, AND SOFTWARE SERVICES
920-02	ACCESS SERVICES, DATA
920-02-44	GLOBAL POSITIONING SYSTEM (GPS) SUBSCRIPTION SERVICE
920-46	SOFTWARE UPDATING SERVICES
920-46-80	SUBSCRIPTION SERVICE, MICROCOMPUTER SOFTWARE
920-46-90	UPGRADING SERVICES, SOFTWARE

12 total returned. Return to the TOP

$20,433.44 ✓
10/10/12

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Req 220650

C R C
COMPUTER REPAIR CENTER

August 2, 2012

Hidalgo County Sheriff's Department
711 El Cibolo Road
Edinburg, TX 78541

business partner

AT: Mike Garza

SUBJECT: Quote Renewal Symantec Backup Exec and options.

Qty	Product Number	Description	Unit Price	Ext Price
1	LQCXWZZ[illegible] ER1GS	Symantec Backup Exec 2012 - Essential Support (renewal) (1 year) - 1 server - GOV - Symantec Buying Programs . Government - level S (1+) - Win	$ 245.00	$ 245.00
1	MFYTWZZ0-ER1GS	Symantec Desktop and Laptop Option - (v. 7.0) - Essential Support (renewal) (1 year) - 1-10 users - GOV - Symantec Buying Programs : Government - level S (1+) - Win	$ 125.00	$ 125.00
5	MLJXWZZ0-ER1GS	Symantec Backup Exec 2012 Agent for Windows - Essential Support (renewal) (1 year) - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win	$ 145.00	$ 725.00
		Total		**$ 1,095.00**
		Tax		**Exempt**
		Total		**$ 1,095.00**

Respectfully,

Daniel Reyna

dreyna@crc-computers.com

537-0608

131 EAST PECAN BLVD • MCALLEN, TX • 78501
PHONE (956) 631 2121 • FAX (956) 631-4696
E-MAIL dreyna@crc-computers.com

Symantec.

GOVERNMENT

Sales Order #: 17925226

For ease of managing your support renewal, please retain this certificate which holds valuable reference information for your renewal transaction inclusive of your Symantec Agreement Number (SAN).

Licensing Portal Help Tutorials: https://licensing.symantec.com/acctmgmt/home/Jump.jsp
These two-minute videos explain how to get license keys for new purchases and version upgrades.

Global Enterprise Customer Care URL: http://go.symantec.com/callcustomercare
Contact Customer Care for non-technical licensing-related questions.

Technical Support URL: http://www.symantec.com/enterprise/support/index.jsp
Contact Technical Support for technical product-related questions

Software Download URL: https://fileconnect.symantec.com
You will need a Serial Number related to your product for access.

Symantec URL: http://www.symantec.com
Learn more about Symantec products and services.

Symantec Licensing Program URL: http://www.symantec.com/business/products/licensing/index.jsp
Learn more about the benefits of the Buying Program you are participating in.

Symantec Education Voucher Redemption URL: http://www.symantec.com/business/training/evoucher/
To access your Education purchase click on the Education Voucher Redemption URL link above, and using the serial number on the face of this certificate, complete the Voucher registration process, then follow the instructions to begin your training.

Managed Security Services Client Services Team: clientservices@monitoredsecurity.com
For Managed Security Services related questions, please contact the Client Services Team.

Symantec.cloud management console URL: https://hostedendpoint.spn.com/

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Symantec Product is currently prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

Symantec.

GOVERNMENT

Sales Order #: 17925226

Amendment To Symantec End User License Agreement

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Symantec.

SUPPORT

Sales Order #: 17925226

Symantec Enterprise Technical Support

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Support Offerings: Commencing on the issue date set forth on the face of this Certificate, Symantec will provide to Licensee the support service(s) listed on the face of this Certificate, within the Symantec region in which the Software is licensed for use as indicated in the License Agreement. Support services are provided under the terms and conditions listed below, until the end date set forth on the face of the Certificate.

1. Essential Support.
1) Access to technical support provided by telephone on a 24x7 basis; 2) Continuous Efforts Problem Resolution Engineering (available upon request for Severity 1 Cases only); 3)Access to the Symantec technical support website; 4)Delivery of bug fixes and patches; 5) Essential Support includes Content Updates, if applicable, and Upgrade Assurance. 6) Licensee may designate up to six (6) individuals per title of Software for Essential Support to act as liaisons with Symantec Technical Services staff ("Designated Contacts").

2. Basic Maintenance.
1)Access to technical support provided by telephone from 8 a.m. to 6 p.m. during the normal business week of, and in accordance with statutory holidays of, the country where the Software is installed; 2) Access to the Symantec technical support website; 3) Delivery of bug fixes and patches; 4) Basic Maintenance includes Content Updates, if applicable, and Upgrade Assurance; 5) Licensee may designate up to two (2) individuals per title of Software for Basic Maintenance to act as Designated Contacts as defined above.

Definitions:
• Content Updates: Content Updates as used in this Certificate refer to content used by Software that is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware software; updated antispam rules for antispam software; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for firewall products; updated vulnerability signatures for vulnerability assessment products; updated policy compliance updates for policy compliance software; updated lists of authenticated web pages for web site authentication software; and updated intrusion detection data for intrusion detection products, (if applicable). Content Updates means the right to use Content Updates to the Software as they become generally available to Symantec's end user customers except for those Content Updates that are only available through purchase of a Content Updates Subscription. Symantec reserves the right to designate specified Content Updates as requiring purchase of a Content Updates Subscription at any time and without notice to Licensee; provided, however, that if Licensee purchases support hereunder that includes particular Content Updates on the issue date set forth on the face of this Certificate, Licensee will not have to pay an additional fee to continue receiving such Content Updates through the end date set forth on the face of this Certificate, even if Symantec designates such Content Updates as requiring a Content Updates Subscription.
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Purchase Order

COUNTY OF HIDALGO

PO#: 683346

DATE: 11/01/12

VENDOR: 356735 REQ:00220985
FAX (201)848-9982 Email:
Phone:(201)848-8552
CELLEBRITE USA CORP
266 HARRISTOWN RD STE 105
GLEN ROCK NJ 07452
Vendor Acct:

BUYER:
SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: MYRA MONTOYA (956)393-6024
SITE: SHERIFF'S LAW ENFORCEMENT FACILITY

Special Instructions:
Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER THIS REQUISITON IS BEING APPROVED PURSUANT TO TX. LOC. GOV. CODE 262.024(a)(2) (an item necessary to preserve or protect the public health or safety of the residents of the county) and hidalgo county policies and procedures section IX, article 9.01, 9.01.01 and 9.01.02 and as discussed and approve by Marty. UNIVERSAL FORENSIC EXTRACTION DEVICE LICENSE RENEWAL		
1	EACH	OM ITEM#SWUF-1, SOFTWARE UPGRADE - ONE YEAR LOGICAL RENEWAL FOR SE# 5603590	999.00	999.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		999.00
		********** For Hidalgo County use only 2-1100-421-00-280-001-0-336 999.00 Approved ----------		

Authorized by: Martha L. Salazar

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00220985
PO #
Date: 08/10/12

Bill To: x
x

Vendor : 356735
CELLEBRITE USA CORP
266 HARRISTOWN RD STE 105
GLEN ROCK NJ 07452
FAX (201)848-9982

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: T. CONTRERAS
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		UNIVERSAL FORENSIC EXTRACTION DEVICE LICENSE RENEWAL DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM#SWUF-1, SOFTWARE UPGRADE - ONE YEAR LOGICAL RENEWAL FOR SE# 5603590	999.00	999.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	999.00	
			Freight	.00
			Total	999.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Forensics to extract d/ck from Cell Phones

Authorized By: _____

Yolanda Velasquez

From: Deborah Hail [DHail@periscopeholdings.com]
Sent: Thursday, October 11, 2012 3:43 PM
To: Yolanda Velasquez
Subject: RE: License Renewal

I would think that the upgrade/renewal would fall under that one with the actual device. You could also use 920-46 Software Updating Services

Deborah Hail
Manager, NIGP Code Services
Periscope Holdings, Inc.
211 East 7th Street, Suite 1100 | Austin, TX 78701
P: (800) 757-6064 D (512) 666-9384
F: (512) 472-9504
dhail@periscopeholdings.com
www.periscopeholdings.com



From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Thursday, October 11, 2012 3:37 PM
To: info-nigp
Subject: License Renewal

Good afternoon

I am trying to determine if a "Software Upgrade Renewal License" for Universal Forensic Extraction Device License Renewal would fall under commodity code **73037**-Forensic Extraction Devices for Cellular's, smartphones and PDAS. (it doesn't mention Software Upgrade or Licensing)

Please advise.

Yolanda Z. Velasquez, Buyer III
Hidalgo County - Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Tel (956) 318-2626 x 4881
Fax (956) 318-2629
email: yolanda.velasquez@co.hidalgo.tx.us

"...I can do all things through Christ our Lord who strengthens me..." Philippians 4:13

Req 220985

Cellebrite USA, Inc.
266 Harristown Rd.
Ste. 105
Glen Rock. NJ 07452

Tel: 201-848-8552
Fax: 201-848-9982
Tax ID#: 22-3770059

Quotation

Quote Number:

Q-01659-W

Quote Date:

6/26/2012

Quoted to:

Hidalgo County Sheriff's Office
711 El Cibolo Rd

Edinburg, TX 78542

Contact: Terry Contreras

Phone #: 956-393-6020

Quote Ship to:

Hidalgo County Sheriff's Office
711 El Cibolo Rd

Edinburg, TX 78542

Customer ID	Good Thru	Payment Terms	Sales Rep
HIDALGOCOUNTY-711	9/30/2012	Net 30	John Bigler

Quantity	Item	Description	List Price	Ext. Price
1	SWUF-1	Software Upgrade - One Year Logical Renewal for ser # 5603590	$999.00	$999.00

Sent 9/26

Please include the following information on your PO for Cellebrite UFED purchase:
- Please include the ORGINAL QUOTE NUMBER (For example - M777) on your PO
- CONTACT NAME & NUMBER of individual purchasing and bill to address
- E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality

Terms and conditions:
- Payment terms: Net 30; 1.5% per month interest on late payment
- Shipping: FCA, Glen Rock, NJ, USA : Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days
- 12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.
- Complete Terms and conditions of sale available upon request (or available at: http://www.cellebrite.com/us/tc)

Subtotal:	$999.00
S&H Amount:	
Sales Tax:	$0.00
Total:	$999.00

6/26/2012 12:25 PM

Prepared by John Bigler

CELLEBRITE TERMS AND CONDITIONS OF SALE

1. Order of Precedence. This Cellebrite Terms and Conditions of Sale ("Terms") will be the only terms and conditions that apply to any purchase order ("Purchase Order") between you ("Buyer") and Cellebrite USA Corporation ("Cellebrite"). Cellebrite's acceptance of a Purchase Order is conditioned upon Buyer's acceptance of these Terms and all Purchase Orders submitted by Buyer shall be deemed to incorporate and be subject to the Terms.

2. Orders. Buyer shall submit Buyer's Purchase Orders for Product to Cellebrite as written Purchase Orders subject solely to the Terms, stating the quantities and descriptions of products ("Products") required, applicable purchase prices and license fees, requested delivery dates, and billing/shipping instructions. Cellebrite will accept or reject (at Cellebrite's sole discretion) Buyer's Purchase Order at Cellebrite's offices in Glen Rock, New Jersey. Buyer may reschedule delivery one time at least thirty (30) days before delivery date. If Buyer makes any changes less than thirty (30) days before delivery date or any additional rescheduled delivery, Buyer shall pay the full amount under the Purchase Order.

3. Delivery and Acceptance. Shipment will be FCA Cellebrite's location (Incoterms 2010) in New Jersey. Unless specified in the Purchase Order, shipment will be made in a manner reasonably determined by Cellebrite. Shipments are deemed accepted upon delivery.

4. Pricing. Unless otherwise stated in writing by Cellebrite, all prices quoted are in U.S. dollars, expire thirty (30) days after the date of a quotation, and are exclusive of transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem), and similar taxes or duties now in force or hereafter enacted. Buyer agrees to pay all taxes, fees, or charges of any nature whatsoever imposed by any governmental authority on, or measured by the transaction between Buyer and Cellebrite, in addition to the prices quoted or invoiced. If Cellebrite is required to collect the foregoing, Buyer will pay such amounts unless Buyer has provided Cellebrite with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Terms of Payment. Payment is due prior to shipping; provided, however, that if Cellebrite has approved credit terms for Buyer's purchase, Buyer shall pay the invoiced amount within thirty (30) days from the date of Cellebrite's invoice, which Cellebrite will not issue before shipping. Cellebrite may assess an interest charge of up to one and one-half percent (1-1/2%) per month on all amounts which are not timely paid (but not to exceed the maximum lawful rate), accruing on a daily basis and compounding monthly from the date such amounts were due. If Buyer delays shipments other than as authorized in these Terms, Cellebrite may invoice Buyer when Cellebrite is prepared to ship. Cellebrite may invoice Buyer immediately upon cancellation of or change to any Purchase Order in accordance with Section 2 above.

6. PMSI. Buyer hereby grants to Cellebrite a purchase money security interest in the Product or Software to secure the purchase price of the Product or Software until the purchase price is paid in full. Buyer shall execute and deliver all documents requested by Cellebrite to perfect and maintain Cellebrite's security interest.

7. Title to Software. Notwithstanding anything to the contrary, software furnished hereunder ("Software") is licensed and not sold. Title to Software and documentation related to Software ("Documentation") shall remain solely with Cellebrite. Software provided under these Terms will be subject to an end user license agreement ("EULA"), which takes precedence over these Terms in the event of any conflict between these Terms and the EULA.

8. Warranty. Cellebrite's attached standard warranty shall apply to the sale of Products or license of any Software under these Terms.

9. Software Support. For the first twelve (12) months following the purchase of a Product, Cellebrite shall supply software for Products ("Software Support") at no additional charge. Following such period, Buyer may use a Purchase Order to purchase additional Software Support; provided, however, that Software Support must be continuous. During the Software Support period for a Product, Cellebrite shall supply certain software updates to Buyer, in accordance with Cellebrite's standard practices. Cellebrite may invoice Buyer for Software Support on the start date of each Software Support agreement. For clarity, Software Support does not cover any hardware issues.

10. Confidentiality. Each party agrees to keep the other party's confidential information confidential, with such care as it uses for its own confidential information, but at least reasonable care. These Terms are Cellebrite's confidential information.

11. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO THE USE OF THE PRODUCTS OR SOFTWARE BY ANYONE OTHER THAN BUYER. CELLEBRITE'S ENTIRE LIABILITY TO BUYER FOR ANY DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY BUYER TO CELLEBRITE DURING THE TWELVE (12) MONTH PERIOD THAT IMMEDIATELY PRECEDED THE EVENT THAT GAVE RISE TO THE APPLICABLE CLAIM. THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION 11 SHALL NOT APPLY TO (I) BUYER'S PAYMENT OBLIGATIONS TO CELLEBRITE HEREUNDER; (II) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS; (III) BUYER'S VIOLATION OF CELLEBRITE'S INTELLECTUAL PROPERTY RIGHTS; AND (IV) BUYER'S INDEMNITY OBLIGATIONS.

12. Buyer Indemnity. Buyer will, at its expense: (i) indemnify and hold Cellebrite and its affiliates, officers and directors harmless from any claim (whether brought by a third party or an employee, consultant or agent of Buyer's) arising from any use of a Product or Software in a manner other than as authorized under these Terms, including using a Product or Software in a manner that violates a person's fourth amendment rights under the United States Constitution (or its foreign equivalent) or misappropriating a person's list of contacts or other personal information, or for an Excluded Item (as defined in Cellebrite's warranty); (ii) reimburse Cellebrite for any expenses, costs and liabilities (including reasonable attorney fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

13. Compliance with Laws. Buyer represents, warrants and covenants to Cellebrite that Buyer shall only use the Products or Software in compliance with all applicable federal, state or local laws or regulations, or the applicable foreign equivalents and in a manner that does not violate the rights of any third party.

14. General. Neither party may assign its rights and obligations hereunder without the prior written consent of the other party, except either party may assign these Terms to any affiliate of such party or to an acquirer (by purchase, merger or otherwise) of all or substantially all of such party's business or assets relating to these Terms, provided that (i) the assignee agrees in writing to be bound by these Terms, (ii) neither the assignor nor assignee are in default hereunder. Any other purported assignment shall be null and void. No course of dealing or failure of either party to strictly enforce any term, right or condition of these Terms shall be construed as a waiver of such term, right or condition. Neither party shall be held responsible for any delay or failure in performance of any part of these Terms (other than payment obligations) to the extent such delay or failure is caused by events beyond its reasonable control. These Terms shall be governed by the laws of the State of ~~New York~~, excluding its choice of law rules and excluding the Convention for the International Sale of Goods. Buyer gives Cellebrite the right to list Buyer as one of Cellebrite's customers. The headings used in these Terms are for reference purposes only and will not be deemed to in any way affect the interpretation of any term or provision hereof. Except where the context otherwise requires, the terms "including" and "includes" shall mean "including without limitation" and "includes without limitation", respectively. If any term hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such term shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such term hereof, it shall be severed herefrom, but without in any way affecting the remainder of such term or any other term contained herein, unless such severance effects such a material change as to render these Terms unreasonable. Except as provided for herein and except for any mutual nondisclosure agreement between Buyer and Cellebrite, these Terms constitute the entire agreement between Buyer and Cellebrite with respect to the subject matter herein.

Texas

CELLEBRITE'S STANDARD WARRANTY

A. Hardware Warranty. Cellebrite warrants that each Product, including all firmware and excluding Software (for which the warranty is only as provided under Section D), but not related services or prototypes of any such Product, shall be in conformance with the written specification furnished or agreed to by Cellebrite for twelve (12) months after acceptance (the "Warranty Period"). If any failure to conform to such specification ("Defect") is suspected in any Product during the Warranty Period, Buyer, after obtaining return authorization information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyze the failures, making use, when appropriate, of technical information provided by Buyer relating to the circumstances surrounding the failures. Cellebrite will verify whether any Defect appears in the Product. If a returned Product does not have a Defect, Buyer shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at Buyer's option, either repair or replace the defective Product with the same or equivalent Product without charge or, if such repair or replacement has not occurred by the thirtieth (30th) day following Cellebrite's receipt of the returned Product, credit or refund (at Buyer's option) the purchase price within ten (10) days after such thirtieth (30th) day; provided: (i) Buyer notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Buyer knows or reasonably should know of the claimed Defect, (ii) the claimed Defect actually exists and (iii) the Defect appears within the Warranty Period. Cellebrite shall ship any replacement Product FCA Cellebrite's premises (Incoterms 2010), freight prepaid to Buyer's destination. Any replaced Product or replaced parts of any Product shall become Cellebrite's property. In no event shall Cellebrite be responsible for deinstallation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty are warranted to be free from Defects as set forth above with respect to any Defect that appears (i) within six (6) months from the date of repair or replacement or (ii) prior to the expiration of the original Warranty Period, whichever is later.

B. Touch Screen Exclusion. Notwithstanding Section A, the Warranty Period for the touch screen of any Product with a touch screen is the period from the date of Buyer's initial receipt of the Product until thirty (30) days after such date, and Cellebrite warrants such touch screen only to the extent any damage to it was not caused by Buyer's negligence or willful misconduct.

C. Warranty of Title. Cellebrite warrants that any title conveyed hereunder (excluding Software) shall be good and its transfer rightful, and that the Products delivered under these Terms shall be free from all liens, encumbrances and restrictions. Cellebrite further warrants that it has all rights and powers necessary to perform its obligations under these Terms and that to its knowledge, it has the right to grant the licenses and other rights provided to Buyer by these Terms.

D. Software Warranty. Cellebrite warrants to Buyer that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformity with its Documentation. As Buyer's sole and exclusive remedy, Cellebrite will, at its sole expense, in its sole discretion and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty.

E. Exclusions. Notwithstanding anything to the contrary in this warranty, the warranties herein do not apply to, and Cellebrite makes no warranties with respect to defects in Products or Software in the following cases: (a) Buyer's misuse, damage, or unauthorized modification of the Products or Software; (b) Buyer's combination of the Products or Software with other products or software, other than as authorized in writing by Cellebrite; (c) placement of the Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Buyer; (d) Buyer's intentional or negligent actions or omissions, including physical damage, fire, loss or theft of a Product; (e) cosmetic damage to the outside of a Product, including ordinary wear and tear, cracks or scratches; (f) for any Product with a touch screen, any defect in such a touch screen after thirty (30) days from the date of receipt of such Product, or any defect caused in a touch screen by Buyer's negligence or willful misconduct; (g) maintenance of the Products or Software in a manner that is contrary to specific written instructions provided by Cellebrite to Buyer; (h) a product or service not provided, authorized or approved by Cellebrite for use with the Products or Software; (i) any repair services not authorized or approved by Cellebrite; (j) any design, documentation, materials, test data or diagnostics supplied by Buyer that have not been authorized or approved by Cellebrite; (k) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS"); (l) any third party original equipment manufacturer's restrictions on individual phones or models of phones that prevent the phones or models of phones from working with the Products or Software; (m) any damage to a third party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (n) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (o) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorized by an agreement between Cellebrite and Buyer; (p) use of Products or Software incorporated into a system, other than as authorized by Cellebrite; or (q) any Products or Software that has been resold or otherwise transferred to a third party by Buyer (any Product or Software affected by the cases in (a)-(q) is referred to hereinafter as an "Excluded Item").

F. Warranty Limitations. EXCEPT AS STATED IN THIS WARRANTY, CELLEBRITE, ITS SUBSIDIARIES AND AFFILIATES, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF AN ITEM TO CONFORM WITH ITS SPECIFICATIONS SHALL BE SELLER'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER (i) NOR (ii) IS COMMERCIALLY FEASIBLE, TO CREDIT OR REFUND (AT BUYER'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

G. Repaired or Replaced Products. Before returning a Product for service, Cellebrite recommends that Buyer back up any data contained in such a Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, OR LOSS OR CORRUPTION OF, ANY RECORDS, PROGRAMS OR OTHER DATA RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

Forensic Products

UFED Touch Ultimate

UFED Touch Logical

UFED CHINEX

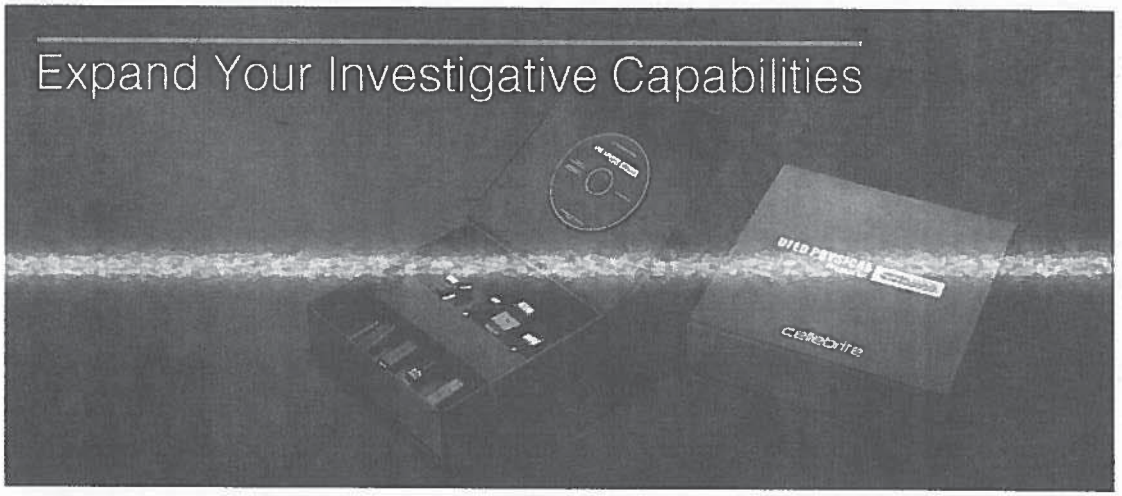
UFED Ultimate

UFED Logical

UFED Applications

Upgrade Logical to Ultimate

Upgrade from Logical License to Ultimate License



Logical license holders can upgrade to the Ultimate license by acquiring the UFED Physical Upgrade Kit.

Upgrading to the Ultimate License Enables:

- Physical and file system extraction from the widest range of mobile devices
- Physical extraction and decoding from **BlackBerry** devices running OS 4, 5, 6 and 7
- Physical and file system extraction from **Android** devices that bypasses user/pattern lock and doesn't require rooting
- Recover deleted data such as SMS messages, call logs, contacts, email, images, video, audio and more
- Advanced physical extraction from **iOS** devices – iPhone/iPad/iPod Touch
- Physical extraction from **portable GPS devices**
- Visualization of location-based data on Google Earth/Maps... and much more

Upgrade Kit Includes:

- Software update for your UFED
- UFED Physical Analyzer application
- Physical extraction data cables
- User guide

Get Price Quote

30 DAY FREE TRIAL
UFED Physical Analyzer

UFED Release Notes

Download Brochure

Supported Phones

Video Tutorials

UFED Training

Renew Your License

Is your UFED license about to expire? Renew it today!

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Company

About Cellebrite

Executive Team

Customers

Cellebrite Customers

More than 150 Mobile Operators Choose Cellebrite

We pride ourselves on our ability to provide unrivalled phone coverage ahead of the market.

Relationships with major mobile manufacturers allow us to review new phones before they are introduced, ensuring that our products will be compatible with new devices. In turn, we ensure that our customers in the mobile retail sector are prepared and ready to make sales when new phones are introduced.

With proven ability to impact phone sales, upgrades and services, Cellebrite has deployed more than 100,000 units, handling in excess of 250,000,000 transactions a year with 150 mobile carriers and retailers worldwide including:

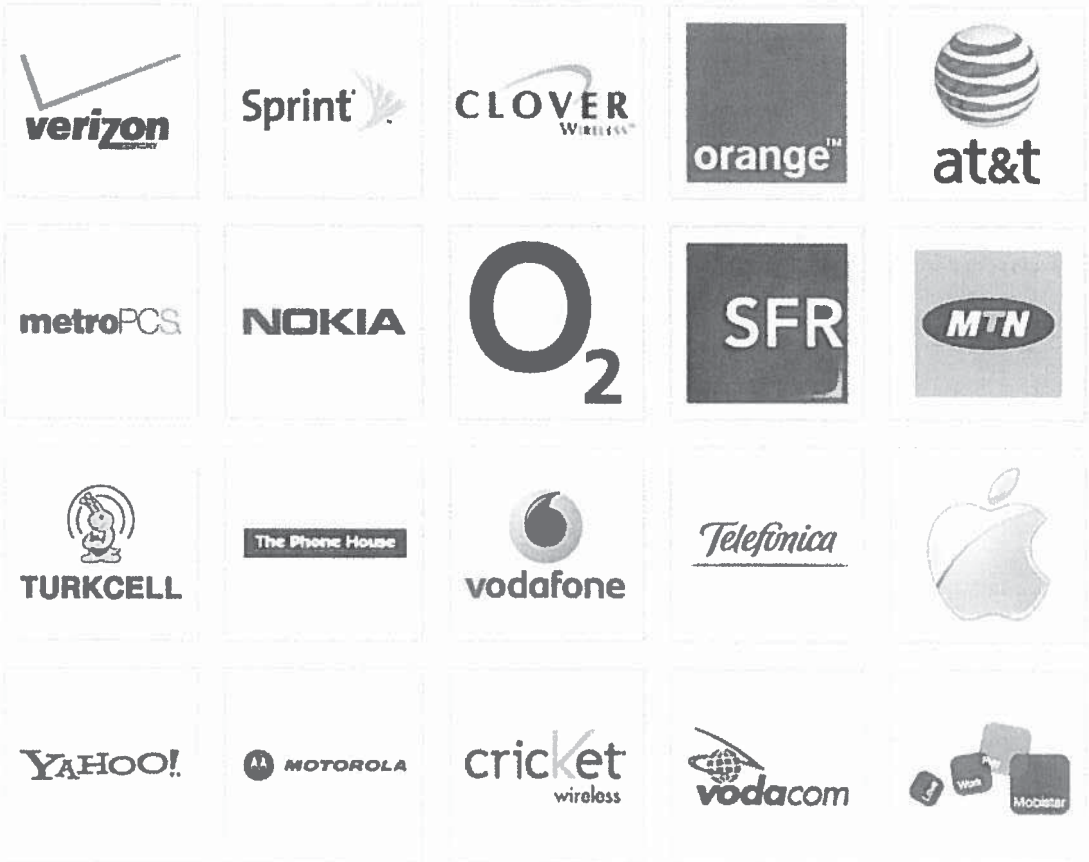
Apple, AT&T, Cingular Wireless, Cricket, Metro PCS, O2, Orange, RadioShack, Sprint/Nextel, Telcell, Telstra, T-Mobile, Turkcell, US Cellular, Verizon Wireless, Vodafone, Western Wireless, and many more.

Mobile Forensics Customers

The most complete mobile forensics experience available on the market today, Cellebrite technology is in use by military, law enforcement, and government agencies across the world.

The award winning UFED solution has a well earned reputation and market share. With connectivity options and support for more mobile devices, the flexibility of the UFED allows it to be used in many types of operations.

It's the tool of choice for thousands of forensic specialists in police, special forces, tax fraud, customs, border control, and anti-terrorist investigations in more than 60 countries.





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Privacy Statement Copyright

Purchase Order

COUNTY OF HIDALGO

PO#: 683351

DATE: 11/01/12

VENDOR: 306703 REQ:00222869
FAX (909)793-5953 Email:
Phone:(909)793-2853
ENVIRONMENTAL SYSTEMS RESEARCH INSTITUTE
INC DBA ESRI
380 NEW YORK STREET
REDLANDS CA 92373-8100

Vendor Acct:

Special Instructions:

BUYER:
SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD
EDINBURG TX 78539

CONTACT: MYRA MONTOYA (956)393-6024
SITE: SHERIFF'S LAW ENFORCEMENT FACILITY

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		ANNUAL RENEWAL FOR SOFTWARE MAINTENANCE AGREEMENT		
1	EACH	OM ITEM#10, 86497 ARCGIS FOR DESKTOP STANDARD (FORMERLY ARCEDITOR) CONCURRENT USE PRIMARY MAINTENANCE , START DATE: 11/01/2012, END DATE: 10/31/2013	1,500.00	1,500.00
2	EACH	OM ITEM#1010, 109271 ARCGIS FOR SERVER WORKGROUP STANDARD ONE CORE ADDITIONAL MAINTENANCE, START DATE: 11/01/2012, END DATE: 10/31/2013	625.00	1,250.00
1	EACH	OM ITEM#2010, 109900 ARCGIS FOR SERVICE WORKGROUP STANDARD UP TO TWO CORES MAINTENANCE, START DATE: 11/01/2012, END DATE: 10/31/2013	1,250.00	1,250.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
			Total	4,000.00

****

For Hidalgo County use only

2-1100-421-00-280-001-0-336 4,000.00

Approved

.....

Authorized by: Martha L. Salazar

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00222869
PO #
Date: 09/13/12

Bill To: x
x

Vendor : 306703
ENVIRONMENTAL SYSTEMS RESEARCH INSTI
INC. DBA ESRI
380 NEW YORK STREET
REDLANDS CA 92373-8100
FAX (909)793-5953

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MIKE GARZA
956-393-6024

Contract No:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		ANNUAL RENEWAL FOR SOFTWARE MAINTENANCE AGREEMENT DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM#10, 86497 ARCGIS FOR DESKTOP STANDARD (FORMERLY ARCEDITOR) CONCURRENT USE PRIMARY MAINTENANCE , START DATE: 11/01/2012, END DATE: 10/31/2013	1,500.00	1,500.00
2.00	EACH	ITEM#1010, 109271 ARCGIS FOR SERVER WORKGROUP STANDARD ONE CORE ADDITIONAL MAINTENANCE, START DATE: 11/01/2012, END DATE: 10/31/2013	625.00	1,250.00
1.00	EACH	ITEM#2010, 109900 ARCGIS FOR SERVICE WORKGROUP STANDARD UP TO TWO CORES MAINTENANCE, START DATE: 11/01/2012, END DATE: 10/31/2013	1,250.00	1,250.00
		Account No	Encumbrance	
		2-3100-421-00-280-001-0-336	4,000.00	
.00			Freight	.00
			Total	4,000.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

10/31/12 - ok per conv. w/Barbara w/Environmental Sy. R.I. mapping Software is what this Maintenance agreement is for. yz

956-393-6024 - MIKE GARZA

Authorized By: _____

Yolanda Velasquez

From: Deborah Hail [DHail@periscopeholdings.com]
Sent: Wednesday, October 31, 2012 9:40 AM
To: Yolanda Velasquez
Subject: RE: Annual Renewal for Software

Software Maintenance is considered a service, therefore I would look at using 920-45 Software Maintenance/Support

Deborah Hail
Manager, NIGP Code Services
Periscope Holdings, Inc.
211 East 7th Street, Suite 1100 | Austin, TX 78701
P: (800) 757-6064 D (512) 666-9384
F: (512) 472-9604
[redacted]
www.periscopeholdings.com



From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Wednesday, October 31, 2012 9:25 AM
To: info-nigp
Subject: Annual Renewal for Software

Good morning,

I am working on identifying the commodity code for ArcGIS –Mapping Software Maintenance Agreement and found commodity code # 20882 would this be the correct code to utilize? or can we have an "Annual Renewal for Software Maintenance for Mapping created?

Yolanda Z. Velasquez, Buyer III
Hidalgo County - Purchasing Department
2802 S. Business Hwy. 281
Edinburg, TX 78539
Tel (956) 318-2626 x 4881
Fax (956) 318-2629
email: yolanda.velasquez@co.hidalgo.tx.us

"...I can do all things through Christ our Lord who strengthens me..." Philippians 4:13

esri Understanding our world.

ArcGIS Online opens a new frontier in geographic information systems - a versatile, em cloud-based platform for developing, managing, and delivering all of your geospatial co

ArcGIS Online - "ArcGIS Online is a mapping platform, a new geospatial enterprise platform but especially focusing in on mapping. It has other services in there like geocoding services across the enterprise or spatial analysis services that can be deployed across the enterprise, but the basic thing that most people recognize it for is that it has really cool maps."

—Jack Dangermond, Esri CEO
CIO Magazine, June 2012

Key Benefits

Create interactive maps of your spreadshee data directly inside Excel in mere seconds.

Share the maps you create as slides in you PowerPoint presentations.

With one click, publish your maps to ArcGI Online for use on web pages and in web and mobile apps.



Create an Esri Account

Your Account Login

Username

Password

Confirm Password

E-mail Address

Confirm E-mail

Security Question (optional)
- Choose a question -

Answer (optional)

Your Account Information

First Name

Last Name

Organization

City/Town

Country
United States

State/Province
Select State or Province

Zip/Postal Code

Department

Title

Phone Number Ext.

Start Your Free Trial

20854- Internet Web-site Software
or
20882. Scientific, Statistical, Engineer's Mathematical & Mapping Software

Rec 2338809

Esri Inc
380 New York Street
Redlands CA 92373

SUBJECT: MAINTENANCE QUOTE

DATE: 09/10/2012
TO: Mike Garza
ORGANIZATION: COUNTY OF HIDALGO
[illegible]
FAX #: PHONE #: 956-393-6031

FROM: Barbara Walker
FAX #: 909-307-3083 PHONE #: 909-793-2853 Ext. 3936
EMAIL: bwalker@esri.com

Number of pages transmitted (including this cover sheet): 3

QUOTATION #25534464
DOCUMENT DATE: 09/10/2012

Please find the attached quotation for your forthcoming software maintenance term. Keeping your maintenance current entitles you to exclusive benefits, and if you choose to discontinue your coverage, you will become ineligible for these valuable benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your coverage at a later date. For details regarding the maintenance program benefits for your licensing, please visit http://www.esri.com/maintenancebenefits.

Customers who have multiple copies of some Esri products may have the option of supporting some of their licenses with secondary maintenance. Please contact Customer Service to find out more about the availability of secondary maintenance.

For information about Esri Desktop, Developer software, or Web services terms of use, as well as purchase order terms and conditions, please visit http://www.esri.com/legal/licensing/software-license.html.

Do you need training? You can get affordable Esri software training for your entire organization with a subscription to Esri Virtual Campus. To find out how, visit the campus: http://campus.esri.com/campus/catalog/subscriptions

For details about ECP discounts and waivers for non-profit users please visit http://www.conservationgis.org/grant

If you have any questions or need additional information, please contact Customer Service at 888-377-4575 Option 5.

esri
380 New York Street
Redlands, CA 92373
Phone: 909-793-2853 2000
Fax #: 909-307-3083

Quotation

Date: 09/10/2012 **Quotation Number:** 25534464

Send Purchase Orders To:
Esri, Inc.
380 New York Street
Redlands, CA 92373-8100
Attn: Barbara Walker
Please include the following remittance address on your Purchase Order:
Esri, Inc.
File #54630
[illegible]

COUNTY OF HIDALGO
SHERIFFS OFFICE
PO Box 1228
EDINBURG TX 78540-1228
Attn: [illegible]

Customer Number: 432840
For questions regarding this document, please contact Customer Service at 888-377-4575.

Item	Qty	Material#	Unit Price	Extended Price
10	1	86497 ArcGIS for Desktop Standard (formerly ArcEditor) Concurrent Use Primary Maintenance Start Date: 11/01/2012 End Date: 10/31/2013	1,500.00	1,500.00
1010	2	109271 ArcGIS for Server Workgroup Standard One Core Additional Maintenance Start Date: 11/01/2012 End Date: 10/31/2013	625.00	1,250.00
2010	1	109900 ArcGIS for Server Workgroup Standard Up to Two Cores Maintenance Start Date: 11/01/2012 End Date: 10/31/2013	1,250.00	1,250.00

Subtotal	4,000.00
Estimated Taxes	330.01
Total	**$ 4,330.01**

DUNS/CEC: 06-313-4175 CAGE: 0AMS3

This quotation is valid for 90 days and is subject to your Esri License Agreement. The quotation information is proprietary and may not be copied or released other than for the express purpose of system selection and purchase/license. This information may not be given to outside parties or used for any other purpose without consent from Environmental Systems Research Institute, Inc. (Esri).

Any estimated sales and/or use tax has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state taxes directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Issued By: Barbara Walker **Ext:** 3936

[illegible]

To expedite your order, please reference your customer number and this quotation number on your purchase order.

esri
380 New York Street
Redlands, CA 92373
Phone: 909-793-2853 9938
Fax #: 909-307-3083

Quotation

Date: 09/10/2012 Quotation No: 25534464 Customer No: 432840

Item	Qty	Material#	Unit Price	Extended Price

BY SIGNING BELOW, YOU ARE INDICATING THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION. DO NOT USE THIS FORM FOR ORDER ACTIVATION IF YOUR ORGANIZATION WILL NOT HONOR AND PAY AN INVOICE THAT HAS BEEN ISSUED AT YOUR DIRECTION WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

If you have made ANY alterations to the line items included in this quote and [illegible] the signed quote in its entirety in order for the quote to be accepted.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

If you choose to discontinue your support, you will become ineligible for support benefits and services. All maintenance fees from the date of discontinuation will be due and payable if you decide to reactivate your support coverage at a later date.

This transaction is governed exclusively by the terms of the above-referenced contract, if any, or Esri's standard terms and conditions at www.esri.com/legal.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. NPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

By signing below, you are authorizing Esri to issue a software support invoice in the amount of $_____ plus sales tax, if applicable.

Please check one of the following:

_____ I agree to pay any applicable sales tax.

_____ I am tax exempt. Please contact me if Esri does not have my current exempt information on file.

Please indicate on your purchase order if this purchase is funded through the American Recovery and Reinvestment Act, and whether Esri is a Prime Recipient, Sub-recipient, or Vendor for reporting purposes.

_____ _____

Signature of Authorized Representative Date

_____ _____

Name (Please Print) Title

[illegible]

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00222869

PO #

Date: 09/13/12

Bill To: x
x

Vendor : 306703

ENVIRONMENTAL SYSTEMS RESEARCH I... ...ORMENT FACILITY
INC. DBA ESRI
380 NEW YORK STREET
REDLANDS CA 92373-8100
FAX (909)793-5953

20880- Software Micro Computer (not classified)

20883- Software - Monitor

24854 Internet Equipment & Software

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRI		AMOUNT
		ANNUAL RENEWAL FOR SOFTWARE MAI...		
		DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM#10, 86497 ARCGIS FOR DESK... ARCEDITOR(CONCURRENT USE PRIMA... DATE: 11/01/2012, END DATE: 10/3...		1,500.00
2.00	EACH	ITEM#1010, 109271 ARCGIS FOR SE... STANDARD ONE CORE ADDITIONAL MAINTENANCE, START DATE: 11/01/2012, END DATE: 10/31/2013	625.00	1,250.00
1.00	EACH	ITEM#2010, 109903 ARCGIS FOR SERVICE WORKGROUP STANDARD UP TO TWO CORES MAINTENANCE, START DATE: 11/01/2012, END DATE: 10/31/2013	1,250.00	1,250.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	4,000.00	
			Freight	.00
			Total	4,000.00
		REPORT ROAD HAZARDS 1-866-NCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Purchase Order

COUNTY OF HIDALGO

PO#: 683348

DATE: 11/01/12

VENDOR: 175226 REQ:00223184
FAX (210)737-1240 Email:WBURNS@COMELECTRONICS BUYER:
Phone:(210)736-3119 .COM SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
COMMERCIAL ELECTRONICS CORP 711 EL CIBOLO RD.
1318 N. BRAZOS EDINBURG TX 78539
SAN ANTONIO TX 78207
Vendor Acct:

CONTACT: MYRA MONTOYA (956)393-6024
SITE: SHERIFF'S LAW ENFORCEMENT FACILITY
Special Instructions: Contract No: HGAC RP07-11

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		HGAC RP07-11		
		** ASSET # 56928 **		
		UPGRADE 911 RECORDER		
1	EACH	CO HIGHER GROUND NEXTGEN911 PSAP INTERACTION RECORDER WITH 500 GB RAID 1 STORAGE AND DUAL POWER SUPPLIES.	5,078.05	5,078.05
1	EACH	CO ADD 24 ANALOG PORTS	10,410.09	10,410.09
1	EACH	CO ADD 24 DIGITAL PORTS	11,052.84	11,052.84
1	EACH	CO ON-SITE INSTALLATION (PER DAY)	1,600.00	1,600.00
1		REPLICATION 64 PORTS NO CHARGE	.00	.00
1	EACH	CO PERIPHERAL KIT (MONITOR KEYBOARD AND MOUSE)	400.00	400.00
1		CREATE STAND-ALONE PLAYBACK CD-NO CHARGE	.00	.00
1		REDACTION- NO CHARGE	.00	.00
1	EACH	CO SOFTWARE MAINTENANCE	3,610.50	3,610.50
1	EACH	DISCOUNT	-4,867.14	-4,867.14
1	EACH	OM SHIPPING	190.00	190.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		27,474.34
		********** For Hidalgo County use only **********		
		2-1100-421-00-280-001-0-336	3,610.50	
		2-1100-421-00-280-001-0-745	23,863.84	

Authorized by: Martha L. Salazar

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00223184
PO #
Date: 09/18/12
5/20/12

Bill To: x
x

Vendor : 175226
COMMERCIAL ELECTRONICS CORP
1318 N. BRAZOS
SAN ANTONIO TX 78207
FAX (210)737-1240

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: EVER OCHOA
956-393-6024

Contract No: HGAC #RP07-11
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		UPGRADE 911 RECORDER		
		DO NOT DUPLICATE ORDER		
1.00	EACH	HIGHER GROUND NEXTGEN911 PSAP INTERACTION RECORDER WITH 500 GB RAID 1 STORAGE AND DUAL POWER SUPPLIES.	5,078.05	5,078.05
1.00	EACH	ADD 24 ANALOG PORTS	10,410.09	10,410.09
1.00	EACH	ADD 24 DIGITAL PORTS	11,052.84	11,052.84
1.00	EACH	ON-SITE INSTALLATION (PER DAY)	1,600.00	1,600.00
1.00		REPLICATION 64 PORTS NO CHARGE		.00
1.00	EACH	PERIPHERAL KIT (MONITOR KEYBOARD AND MOUSE)	400.00	400.00
1.00		CREATE STAND-ALONE PLAYBACK CD-NO CHARGE		.00
1.00		REDACTION- NO CHARGE		.00
1.00	EACH	SOFTWARE MAINTENANCE	3,610.50	3,610.50
1.00	EACH	DISCOUNT	-4,867.14	-4,867.14
1.00	EACH	SHIPPING	190.00	190.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336 - Sheriff Computer Service	3,610.50	
		2-1100-421-00-280-001-0-745 " " Equipment	23,863.84	
			Freight	.00
			Total	27,474.34
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

① Need Support Agreement
② Vendor is not under the HGAC contract.
Wes Burns (210) 557-2111

Authorized By: _____

HGACBuy	CONTRACT PRICING WORKSHEET For Catalog & Price Sheet Type Purchases	Contract No.:	RP07-11	Date Prepared:	August 28, 2012

This Worksheet is prepared by Contractor and given to End User. If a PO is issued, both documents MUST be faxed to H-GAC @ 713-993-4548. Therefore please type or print legibly.

Buying Agency:	Hidalgo Co. SO	Contractor:	Commercial Electronics Corp
Contact Person:	Richard Ozuna	Prepared By:	Bill Behar
Phone:	(956) 393-6050	Phone:	210-547-2131
Fax:	(956) 393-6058	Fax:	210-737-1240
Email:	richard.ozuna@hidalgoso.org	Email:	bill@comelectronics.com

Catalog / Price Sheet Name:	
General Description of Product:	

A. Catalog / Price Sheet Items being purchased - Itemize Below - Attach Additional Sheet If Necessary

Quan	Description	Unit Pr	Total
1	HigherGround NextGen911 PSAP Interaction Recorder with 500 GB RAID 1 Storage and dual power supplies.	$5,078.05	$ 5,078.05
1	Add 24 Analog Ports	$10,410.09	$ 10,410.09
1	Add 24 Digital Ports	$11,052.84	$ 11,052.84
			$ -
			$ -
			$ -
			$ -
			$ -
1	On-Site Installation (per Day)	$1,600.00	$ 1,600.00
			$ -
			$ -
		Total From Other Sheets, If Any:	
		Subtotal A:	$ 28,140.98

HGACBuy THE SMART PURCHASING SOLUTION

B. Unpublished Options, Accessory or Service items - Itemize Below - Attach Additional Sheet If Necessary
(Note: Unpublished Items are any which were not submitted and priced in contractor's bid.)

Quan	Description	Unit Pr	Total
1	Replication 64 ports No Charge	$ -	$ -
1	Peripheral Kit (Monitor Keyboard and mouse)	$ 400.00	$ 400.00
1	Create Stand-Alone Playback CD - NO charge		$ -
1	Redaction- NO charge		$ -
1	software maintenance	3610.5	$ 3,610.50
		Total From Other Sheets, If Any:	
		Subtotal B:	$ 4,010.50

Check: Total cost of Unpublished Options (B) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B).	For this transaction the percentage is:	14%

C. Other Allowances, Discounts, Trade-Ins, Freight, Make Ready or Miscellaneous Charges

	$ -
Shipping	$ 190.00
Discount	-$ 4,867.14
Subtotal C:	-$ 4,677.14

Delivery Date:	TBD	**D. Total Purchase Price (A+B+C):**	$ 27,474.34

SECTION B: PRODUCT SPECIFIC REQUIREMENTS
For
RP07-11 – Record & Playback Systems

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INTRODUCTION – SCOPE & PURPOSE

The Houston-Galveston Area Council **(H-GAC)** is a government agency which provides a Cooperative Purchasing Program as part of its services to other government agencies. The Program currently makes blanket type contracts, covering products and services for the use of its membership of more than 4500 local government participants (End Users) including cities, counties, emergency service districts, school districts, and non-profit organizations. Any local government may participate in the Program so long as their state has "inter-local cooperation authority" or other joint power provisions which will allow participation in cooperative activities. Currently this practice is allowed in most states. There is also **no** cost to join and become a participating member of the H-GAC Cooperative Purchasing Program.

H-GAC is currently soliciting Competitive Proposals for the purpose of selecting qualified manufacturers, distributors or re-sellers, to make their Networkable Digital Logging Recorder Systems products available to all current and future participants in this Cooperative Purchasing Program. The contract period shall cover a **thirty-six (36) month period**, commencing on or about **July 1, 2011**. Participants in our Program may require selective acquisitions of equipment and/or services OR full turnkey projects necessitating additional services, training and maintenance agreements. Proposer must have the ability to effectively sell and service to all H-GAC Participants. This provides qualified governmental entities, political subdivisions and non-profit organizations the ability to purchase new Networkable Digital Logging Recorder System products.

This contract will allow H-GAC Participants to build their final desired Networkable Digital Logging Recording System (through options add-ons or deducts). A comprehensive catalog or listing of components or services, related to this bid invitation, shall be priced and included on **Forms D/E**, and shall also be provided in an electronic format. Discounts, if applicable, shall be clearly shown for ease of evaluation and clarity to End Users. The Contractor must have the ability to effectively sell and service all **H-GAC** Participants. **This will be a multi-source contract for all contractors meeting or exceeding the minimum specifications set forth herein. There will be a maximum score of 100 points. Proposers scoring the minimum 70 points or above may be offered a contract, but the number of contracts offered in any Product Category will be based solely on H-GAC's determination of what best serves the interests of Program Participants.**

NOTE: This Invitation DOES NOT cover used or refurbished equipment.

The **H-GAC** Cooperative Purchasing Program was established to provide purchasing services to local governments within the State of Texas, and that remains H-GAC's primary focus. However, the Texas Government Code (Title 7, Chapters 771 and 791) establishes the authority for **H-GAC** to provide these products and services to local governments in other states as well. With that authority, **H-GAC** wishes to make contracted products and services available to out-of-state governments and or political entities, state agencies and non-profit agencies whenever practicable. Therefore, once a contract is awarded for the supply of Products or services to End Users in Texas, the Contractor is expected to expand the scope of its marketing effort to include sales to End Users outside the state of Texas, but subject to the following;

- **H-GAC** will not make separate awards to Contractors for sales in Texas vs. sales outside Texas.
- For all Product/Services, Contractor must submit pricing which will be valid for Texas End Users and End Users in other states as well. A Contractor's decision whether or not to market services outside the State of Texas may influence **H-GAC**'s evaluation of Contractor's response and potential contract award.

BID BOND

There is no bid bond requirement.

BIDDERS LEGAL NAME

Proposer's legal name on **Form A** must match the name on any required documentation such as licenses, bonds, etc. If that name differs, please explain how and why. The signatory must in fact be an owner/employee of the company that is the legal Proposer.

H-GAC ADMINISTRATIVE FEE AND PROCUREMENT PROCESS:

As described in **Section-A**, for each purchase order under an awarded contract, H-GAC will invoice contractors directly for the 1.5% H-GAC purchase order processing charge on the total value of each order placed with a contractor through the Program. It is Bidder's responsibility to take this into consideration when preparing **Form-D** and **Form-E** bid pricing, building this fee into Base Unit and options pricing accordingly (for example, a 20% discount-off-list price should ideally be listed on Bidder's bid as 18.5%).

Competitive Pricing:

By submission of a response, Offeror certifies that offered pricing is as good as or better than pricing offered to local government customers thru any other program under normal circumstances. If such is not the case, Offeror shall explain how offered pricing differs from "best" pricing, and by how much.

Procurement Process:

The **HGACBuy** procurement process operates generally as follows:

a) End User/Buyer contacts Contractor and discusses requirements.

b) Contractor prepares an **HGACBuy** Contract Pricing Worksheet for End User/Buyer, based on **H-GAC** contract.

c) End User/Buyer sends a purchase order to Contractor, and Contractor faxes a copy to **H-GAC** along with the Contract Pricing Worksheet.

d) For each purchase order received, **H-GAC** will prepare an "Order Confirmation" and transmit it to both End User/Buyer and Contractor. The Order Confirmation verifies that Contractor has a valid **H-GAC** contract and that the order is being handled legally thru the **HGACBuy** Program.

e) **H-GAC** will invoice Contractor for the Order Processing Charge.

f) Contractor delivers the ordered product (s) and invoices End User/Buyer.

g) End User/Buyer pays Contractor for products(s) received and accepted.

h) Contractor remits Order Processing Charge to **H-GAC**.

PRODUCT CODES

For purposes of this invitation and any subsequent contract, all systems shall be identified using a descriptive two (2) character alpha product code. The first character of the code will identify the Manufacturer (see below), the second the Product Category (A, B....K). **Proposer shall price the product code(s) of their choice and make reference to this code(s) on HGAC proposal forms (D & E).**

Example – A Nice Networkable Digital Logging Recorder System and shall be designated **"AA" product code.**

A	Nice Systems
B	Dictaphone
C	Voice Print
D	Verint
E	HigherGround
F	Eventide
G	CMX/Total Recall
H	Dynamic Instruments
I	Stancil
J	Magna Carta
K	Alliance Recording Systems
L	RevCord
M	ComLog

PRODUCT CATEGORIES

The H-GAC Product Categories covered by this Invitation include:

Proposer is expected to provide a complete offering of available products for routine general acquisitions and installation of the stated product category being bid, to include installation services, training and maintenance.

A. Networkable Digital Logging Recorder Systems (NDLRS)

This proposal establishes pricing for continuously operating **Digital Logging Recorder System** which must at a minimum be capable to simultaneously record and replay audio resources from both telephone and radio transmissions and include associated data such as time, date ANI/ALI, radio ID, alias, talkgroup ID. The networkable digital Logging Recording System shall have the flexibility to be used either as a stand-alone unit or to be part of a larger network of multi units solution; but must have the capability to support centralized configuration, administration and control, with a synchronized replay from the whole solution as a single system, giving complete transparency to the user of any number of recording types. The system may have the option to include multi-media recording but only if it can be synchronized and transparent to the audio replay interface.
Recorders shall satisfy regulatory standards and provide public safety and government agencies with increased efficiency in incident reconstruction and investigation analysis and cover the following details:

- The DLRS shall meet all applicable FCC and UL standard and Compliant with call-recording regulations to include at the following methods:
  - TDM: Extension side Recording - Analog/ Digital, Trunk side Recording - E1/T1. Dedicated Trunk.
  - Passive VoIP - Static or Dynamic (DHCP environment)
  - Active VoIP and SIP
  - Supported Signaling CTI – CDR,
  - Line Signaling-
    - Activity Detection- Interactions are created according to voice activity on the line.
    - On/Off hook - Interactions are created according to on/off hook events that are extracted from the line. Only basic information is available.
    - D-Channel- Interactions are created according to a set of events that are extracted from the line. Call information includes caller ID, dialed number, direction and DTMFs.

- Extended resiliency features– hot-swappable disk with RAID1, hot swappable redundant power supply, optional dual archiving devices and N+1 support
- User-friendly web-based application delivering simple but comprehensive functionality. Fast and easy call and transmission access and retrieval–online recording with G.723 compression providing powerful capabilities.
- Centralized administration and storage — either locally or remotely — improving administration and maintenance processes
- Play calls back for quality management or investigation
- NENA Partner Program member preferred.

STRUCTURE OF RESPONSE AND REQUIRED INFORMATION

In addition to **H-GAC Forms A**, **B**, and **C**, Proposer shall provide the information described below, **labeled and tabbed to correspond with the designated Segment Headings (A thru E) being bid**. Format is at Proposer's discretion, unless otherwise stipulated. If Proposer is making a response submission in more than one Product Category, a single **Segment B, Segment C**, and **Segment D** will suffice. However, **Segment A** and **Segment E** shall be subdivided for each **H-GAC** Product Category being addressed in the response.

Segment A: Products & Pricing

In this Segment Proposer shall price and describe the specific products and services offered. The information shall be provided on **H-GAC Form D**. Any optional accessories/equipment should be quoted on **Form E**. Options bid on **Form E** must pertain to the manufacturer/product code being proposed on **Form D**. For example, if you are proposing a HigherGround on **Form D**, only options associated with the HigherGround system may be listed/priced on **Form E**. Proposer **MUST** provide all pricing (**Forms D & E**) in an electronic format. **Proposer shall provide**:

1. A comprehensive list of all products and services being offered for contract. Pricing may be in the form of: **(1)** An Itemized listing of specific items/products with their associated cost/price **(2)** catalog pricing, whereby entire product catalogs and list price/dealer price books are submitted, with a % discount off list shown. Quantity discounts and other incentive programs which will be made available should also be addressed. Proposer must provide a copy (hard/electronic) of all catalogs bid. Catalogs **MUST** be identified on **Form D** as a line item along with % discount.
2. Basic specification information for products and systems offered (e.g. cut/tear sheets, brochures, etc.); such that the basic capabilities and features of the equipment offered can be ascertained.
3. If normally available, provision of extended warranty and maintenance services beyond those provided with purchase of equipment should be addressed and priced.

Segment B: References

Further to the requirements for references as detailed in Section A, General Terms & Conditions, Proposer must provide references from at least five (5) local government entities which have purchased offered Products within the past two years. Information provided shall include, as a minimum:

1. Entity name
2. Contact person's name, address & phone number
3. Description and value of product(s) purchased

Proposer is encouraged to include any letters of endorsement which may be available from the supplied references. In any event, **H-GAC** reserves the right to consider historic information and other facts in its proposal evaluations, whether gained from this proposal, references, or any other source.

Segment C: Geographic Areas Served

HGACBuy is a nationwide program. Describe you Geographic Coverage so H-GAC may evaluate your ability to meet the needs of End Users from all areas of Texas, and the United States. If you are only interested in the Houston-Galveston region, so state.

Segment D: Service Facilities & Personnel

1. Sales office locations.
2. Factory and Service Center Locations.
3. Technical and maintenance services provided after a sale, and on what basis
4. Warranties, policies and procedures for handling problems and returns
5. Customer training provided, and on what basis?

Segment E: Customer Contract/Agreement Documents

Proposer shall provide copies of all documentation that a customer would be required to sign in the event a purchase is made. **H-GAC** shall review documentation relative to consistency with industry/Proposers' norms, and restrictiveness relative to the best interests of **H-GAC** members.

PROPOSAL EVALUATION

All aspects of the evaluation of proposals will be based solely on the judgment and determination of H-GAC. Proposals will be evaluated in two (2) stages.

The **first stage** will be a general evaluation of the overall compliance of the response with RFP requirements. Proposals deemed to be responsive will then be passed to the second stage. (**Pass/Fail**).

The **second stage** of evaluation will involve consideration of the criteria specified below. There will be a maximum score of 100 points. Proposers scoring the minimum **70** points or above may be offered a contract, but the number of contracts offered in any Product Category will be based solely on **H-GAC**'s determination of what best serves the interests of Program Participants.

The highest scoring proposer in each Product Code will be invited to negotiate a contract with **H-GAC**. If a contract cannot be negotiated within 30 days, **H-GAC** may, at its sole discretion, terminate negotiations with the highest scoring proposer and enter into negotiations, or not, with the next highest scoring proposer.

PROPOSAL EVALUATION TABLE

Proposal Evaluation Criteria	Points	Score
Overall compliance of Response with RFP requirements.	**Pass/Fail**	
Products and Pricing on **Form D:** (Segment A)	**30**	
References: (Segment B)	**20**	
Geographic Area Covered: (Segment C)	**20**	
Service Facilities & Personnel: (Segment D)	**20**	
Restrictiveness of Documentation : (Segment E)	**10**	
Total:	**100**	

Note: Proposer shall address in depth each of the above criteria. Failure to do so may result in the bid being deemed non-compliant.

Specifications prepared by

Houston-Galveston Area Council
Cooperative Purchasing Program

For questions about this Invitation, please contact:

Bill Burton
Ph: 832-681-2514
FX: 713-993-4548
Email: wburton@h-gac.com

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
COMMERCIAL ELECTRONICS CORP
San Antonio, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, **Commercial Electronics Corp** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 1318 North Brazos, San Antonio, Texas 78207.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Record & Playback Systems** Contract to become effective as of July 1, 2011, and to continue through June 30, 2014 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Record & Playback Systems** offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell **Record & Playback Systems** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Proposal Specifications No: **RP07-11**, including any relevant suffixes
4. **CONTRACTOR's** Response to Proposal No: **RP07-11**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with **END USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR.**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC. H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Proposal Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If CONTRACTOR, at any time during this Contract , routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC, CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER. H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC** , its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council,** Houston, Texas: _____
Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council,** Houston, Texas: _____
Deidre Vick, Director of Public Services
Date: May 24, 2011

Signed for **Commercial Electronics Corp** San Antonio, Texas: Mark W. Stemmermann

Printed Name & Title: Mark W. Stemmermann President

Date: May 18, 2011

Attest for **Commercial Electronics Corp** San Antonio, Texas: _____

Printed Name & Title: Wes Burns - VP Operations

Date: 5/18, 2011

COMMUNICATIONS EQUIPMENT & SERVICES

RECORD & PLAYBACK SYSTEMS

Contract No.: RP07-11

Effective Date: July 1, 2011 thru June 30, 2014

A wide variety of Record and Playback Systems is available thru the H-GAC Cooperative Purchasing Program. Please contact the appropriate supplier to discuss your needs, and to obtain a price quotation based on the H-GAC contract.

Contractor(s) - Products & Services

Contractor(s)

Creative Switching Designs, Inc.

Products & Services Offered

A total recording solution that can record analog phones and radios, digital, and VoIP phones all in one box. Has built in Media Library. Able to playback via LAN, Multi Channel Monitoring, Saving down multiple calls into one .WAV file. The ability to save private or public Queries and Intelligent Archiving.

Contractor(s)

CVDS Inc.

Products & Services Offered

CVDS designs, develops and manufactures high reliability voice recorders to meet a vast range of system requirements. ComLog recorders are scalable from 4 to 240 channels, in various chassis sizes; in rackmount, desktop and vehicle mounted configurations. A single ComLog recorder can integrate recording of analog, digital or VoIP sources, from telephone, radio, or console systems.

Contractor(s)

Eventide Inc.: Vista Com; Goserco, Inc.; Quality Recording Solutions; Nelson Systems, Inc.; Travis Voice and Data, Inc

Products & Services Offered

Networkable Digital Voice Logging systems that simultaneously record and replay audio from telephone and radio transmissions. Is fully customizable to a stand alone unit or a multi-unit centralized system. Linux based software allowing for easy and quick playback, incident retrival, and exporting options.

Contractor(s)

HigherGround, Inc.; Commercial Electronics Corp.: InterAct Public Safety Systems

Products & Services Offered

HigherGround NextGen911 PSAP Interaction Recorder with 500 GB RAID 1 Storage captures 100% of audio from any combination of traditional or trunked radio and circuit-switched or VoIP telephone systems across multiple locations. Networkable Digital Logging Recorder Systems (NDLRS). It meets all applicable FCC and UL standards and is compliant with call-recording regulations and includes all listed methods (TDM, Passive VoIP, Active VoIP, Supported Signaling CTI-CDR, and Line Signaling.

H-GAC CONTACTS

- **Aundre Petty**
  (P): 713-993-2453
  (F): 713-993-4548
  aundre.petty@h-gac.com

VENDOR CONTACTS

- **American Telecom Solutions LLC**
  Charles R. Kreter
  (P): 410-544-2903
  (F): 410-544-7301
  Click here for Email
- **Applied Digital Solutions**
  Chad Westfall
  (P): 502-253-0134
  (F): 480-247-5270
  Click here for Email
- **AT & T Texas**
  Rhon-Anthony T. Green
  (P): 713-567-4646
  (F): 713-567-4634
  Click here for Email
- **Capture Technologies, Inc.**
  John Babin
  (P): 800-544-5050
  (F): 510-534-0202
  Click here for Email
- **Carmichael Business Systems, Inc.**
  Bob Carmichael
  (P): 402-339-4990
  (F): 402-339-4616
  Click here for Email
- **Carolina Recording Systems**
  Brooks McCluskey
  (P): 336-542-2522
  (F): 888-776-0201
  Click here for Email
- **Commercial Electronics Corp.**
  Wes Burns
  (P): 210-547-2111
  (F): 210-737-1240
  Click here for Email
- **Creative Communications Sales and Rentals, Inc.**
  Nick Spino
  (P): 602-955-8405
  (F): 602-955-1049
  Click here for Email
- **Creative Switching Designs, Inc.**
  Thomas Larvin
  (P): 281-579-1600
  (F): 281-579-6570
  Click here for Email
- **CVDS Inc.**
  Susana van der Veen
  (P): 514-426-7879
  (F): 514-426-3511
  Click here for Email

Contractor(s)

NICE Systems, Inc.; AT&T Texas: Applied Digital Solutions; Capture Technologies, Inc.: Carmichael Business Systems, Inc.; Creative Communications Sales & Rentals, Inc.: Firstline Business Systems, Inc.; Grabar Voice and Data Inc.; VECTRA Solutions NV, VanBelkum Companies, LLC: Wilmac Company; Word Systems, Inc.; Edge One Solutions. Inc.; American Telecom Solutions LLC: Voice Products

Products & Services Offered

NICE Security Solutions capture and record meaningful information from a variety sources, analyze its content, and fuse it to form a common operational picture for simple and easy playback. With a complete range of recording platforms, NICE provides a universal solution to offer a 360° understanding so organizations can efficiently investigate and share an incident. NICE solutions also enable organizations to implement their response plans to become proactive in real time and collaborate in event resolution to improve overall performance.

Contractor(s)

REVCORD; VLR Communications: Stephen Campbell & Associates, Inc.; Quality Recording Solutions: Applied Digital Solutions; Platte Valley Communications; 1. Rhodes, Lauck & Associates

Products & Services Offered

High reliability rack mountable voice and multimedia logging recorder including dual hot swap power supplies and dual hot swap RAID 1 500 GB hard drives for analog, digital TDM, digital trunk and VoIP inputs. Browser based clients for search, playback, live monitoring, instant recall, tagging calls, quality monitoring, reports and statistics and administration.e.

Contractor(s)

Stancil Solutions

Products & Services Offered

The Stancil Digital Logging Recorder System is capable of recording from 4-144 analog, digital, and / or VoIP channels in a single chassis. The Stancil Recording System was designed utilizing a distributed archetecture model which insures reliablity in system performance. Additionally the Stancil Recording System Hardware is made up of Tier 1 hardware componenent from manufactures such as Intel, Kinsgston, Seagate, etc and each configuration fully tested for compatibility and reliability.

Contractor(s)

Voice Print International

Products & Services Offered

VPI CAPTURE is advanced, NG9-1-1 ready logging voice, screen and data recording system that unifies and consolidates the recording from analog, digital and VoIP phone systems, traditional and trunked radio systems, and other audio source devices – delivering reliable recording for single or multi-site organizations. Open, service oriented architecture and commercially available off the shelf industrial components make this system resilient and easy to implement, scale and maintain. Extensive security, multi-media scenario recreation, fast and easy to use instant recall, highly customizable interface for high-precision call searches and reporting and options for integrated quality assurance and eLearning upgrades are just some of the feature examples that have made the VPI recording systems a prime choice for government and public safety organizations since 1994.

Back to top

- **Edge One Solutions, Inc.**
  Todd Williams
  (P): 919-554-1954
  (F): 919-554-9257
  Click here for Email
- **Eventide Inc.**
  Gordon F. Moore
  (P): 201-641-1200
  (F): 201-641-1640
  Click here for Email
- **Firstline Business Systems, Inc.**
  Mark Hundley
  (P): 360-695-3138
  (F): 360-695-7639
  Click here for Email
- **Goserco, Inc.**
  Larry Goin Jr.
  (P): 480-964-8911
  (F): 480-964-8912
  Click here for Email
- **Grabar Voice and Data Inc.**
  John Grabar
  (P): 701-258-3528
  (F): 701-250-8850
  Click here for Email
- **HigherGround, Inc.**
  Jim Ballard
  (P): 818-456-1600
  (F): 818-456-1515
  Click here for Email
- **InterAct Public Safety Systems**
  Brad Thompson
  (P): 512-689-8660
  (F): 866-368-8602
  Click here for Email
- **Nelson Systems, Inc.**
  Brandt Whitehead
  (P): 800-851-3348
  (F): 217-793-1582
  Click here for Email
- **NICE Systems, Inc.**
  Karl Hammes
  (P): 303-744-1675
  (F): 201-964-2610
  Click here for Email
- **Platte Valley Communications**
  Cory Priester
  (P): 308-382-6212
  (F): 308-384-1557
  Click here for Email
- **Quality Recording Solutions**
  Alex Spencer
  (P): 770-993-4793
  (F): 770-993-5038
  Click here for Email
- **REVCORD**
  Guy Churchouse
  (P): 281-404-7040
  (F): 281-404-5323
  Click here for Email
- **Rhodes, Lauck & Associates**
  Royce Holmes
  (P): 800-825-3944
  (F): 901-336-6784
  Click here for Email
- **Stancil Solutions**
  Mike Hanner
  (P): 888-431-7950
  (F): 321-309-2756
  Click here for Email
- **Stephen Campbell & Associates, Inc.**
  Stephen Campbell
  (P): 216-292-7121
  (F): 216-292-3130
  Click here for Email
- **Travis Voice and Data, Inc.**

Sean Miller
(P): 405-948-1797
(F): 405-948-9222
Click here for Email

- **VanBelkum Companies, LLC**
  Dirk Boomstra
  (P): 616-974-8200
  (F): 616-974-5678
  Click here for Email
- **VECTRA Solutions NV, LLC**
  Russ Clark
  (P): 702-364-2060
  (F): 702-364-2073
  Click here for Email
- **Vista Com**
  Robin Clevenger
  (P): 281-516-9800
  (F): 281-516-7056
  Click here for Email
- **VLR Communications**
  Jon Weichelt
  (P): 847-870-8310
  (F): 847-255-5770
  Click here for Email
- **Voice Print International**
  Jeff Visger
  (P): 800-200-5430
  (F): 805-389-5202
  Click here for Email
- **Voice Products**
  Stuart G. Peters
  (P): 316-616-1111
  (F): 316-263-1823
  Click here for Email
- **Wilmac Company**
  Richard Voytko
  (P): 413-337-5761
  (F): 585-454-3592
  Click here for Email
- **Word Systems, Inc.**
  Jim Halsmer
  (P): 317-544-0499
  (F): 317-544-2192
  Click here for Email

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Tanya.Delira

From: Bill Behar [bbehar@comelectronics.com]
Sent: Thursday, October 18, 2012 10:08 AM
To: tanya.delira@co.hidalgo.tx.us
Cc: richard.ozuna@hidalgoso.org; michael.garza@hidalgoso.org
Subject: Hidalgo and HigherGround - Maintenance

Tanya

As Per your request here is the software coverage.

Tier I - The Software Only option is a 24-hour remote maintenance and software update plan. Most problems can be corrected quickly through dial-up or internet access into the voice logging server. With, internet or a dedicated phone line provided, the system will also automatically report any malfunction directly to HigherGround who will then correct the problem perhaps even before it becomes evident to you. As new software features come available, they will be automatically downloaded to the system. If, internet or a dedicated phone line is not available, a shared line could be switched as needed (perhaps a fax line), however, automatic trouble reporting could not occur.

The system comes with Tier II support for Hardware.
Tier III† - Standard service continues the same service as that provided during the warranty period; i.e. 24-hour monitoring, remote software updates and covers all system hardware as well. Most malfunctions are typically not hard equipment failures, and can be corrected by reinitializing programs remotely. However, should an otherwise warrantable failure occur to the hardware, this plan covers all parts, labor and mileage during normal business hours. Should after-hours service be required, the customer would be responsible for additional labor charges of $217.50 per hour

The Terms and conditions will be covered with a signed PO.

Please do not hesitate to call if you need anything else.

Have a great day.

Bill Behar
Sr. Account Executive
TX APCO/NENA CCAM
800-933-4077, ext. 2131
Direct 210-547-2131

Purchase Order

COUNTY OF HIDALGO

PO#: 683354

DATE: 11/01/12

VENDOR: 224243 REQ:00222835

Email:

Phone:(877)426-6006

IBM CORPORATION
P.O. BOX 676673
DALLAS TX 75267-6673

Vendor Acct:

BUYER:

SHIP TO: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

CONTACT: MYRA MONTOYA (956)393-6024

SITE: SHERIFF'S LAW ENFORCEMENT FACILITY

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2	EACH	OM IBM I2 ANALYST'S NOTEBOOK CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL FOR 12 MONTHS	996.60	1,993.20
1		OCTOBER 1, 2012 - SEPTEMBER 30, 2013	.00	.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,993.20
		********** For Hidalgo County use only		
		2-1100-421-00-280-001-0-336 1,993.20		
		Approved ----------		

Authorized by: Maritza L. Salazar

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00222835
PO #
Date: 09/12/12

Bill To: x
x

Vendor : 224243
IBM CORPORATION
P.O. BOX 676673
DALLAS TX 75267-6673

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2.00	EACH	IBM I2 ANALYST'S NOTEBOOK CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL FOR 12 MONTHS	996.60	1,993.20
1.00		OCTOBER 1, 2012 - SEPTEMBER 30, 2013		.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	1,993.20	
			Freight	.00
			Total	1,993.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Ihea 2'2 0'50

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

Quotation Number: 15844434
IBM Contact: Barbara J. Gill
Phone Number: 1-914-287-2001

03-Jul-2012

SAP Customer Number: 3442436
IBM Customer Number: 4274494

Quote Effective Date: 03-Jul-2012
Quote Expiration Date: 30-Sep-2012

Customer:
Attn: Myra Montoya
Hidalgo County Sheriffs Office
711 El Cibolo Rd
EDINBURG TX 78539
UNITED STATES

Payer: 3442436
Hidalgo County Sheriffs Office
711 El Cibolo Rd
EDINBURG TX 78539
UNITED STATES

Item	Part Number	Quantity		Unit Price	Extended Amount
IBM I2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Renewal 12 Months					
001	E0DPCLL	2		996.60	1,993.20
01-Oct-2012 - 30-Sep-2013					
			Applicable tax will be recalculated at the time of order processing.		
				Subtotal in USD:	**1,993.20**
				Total in USD:	**1,993.20**

Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.

Original



Quotation Terms and Conditions

1. The prices listed above are based on the Program(s) being licensed under the terms of the IBM International Program License Agreement ("IPLA") and the License Information ("LI") that can be viewed at http://www-306.ibm.com/software/sla/sladb.nsf/ and are included with the shipment of the Program, or for electronic delivery included with the product download instructions. Software Subscription and Support (Software Maintenance) is governed by the IBM International Agreement for the Acquisition of Software Subscription and Support ("IAASSS"), which is available upon request. This quotation is expressly conditional on acceptance of such terms. No additional terms will apply without IBM's prior, express written consent.

2. More detailed information about Support can be found in the IBM Software Support Guide, located at http://techsupport.services.ibm.com/guides/handbook.html.

3. Price quoted does not include any VAT/GST/sales tax. Applicable sales tax/VAT/GST will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.*

4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order or sign this quotation form to confirm your acceptance of these terms.**

5. Prices set forth in this Quote are valid only through the "Quote Expires" date above. Any discounts offered herein are subject to change if item(s) or quantity ordered do not match those listed in this Quote.

6. Net Payment of the Total Fees is due upon receipt of invoice from IBM. ***

7. Shipping is FOB Origin.

8. You acknowledge and agree that this transaction is to be conducted in the language of this quote, and agree that the terms of the agreement (including this form and the IPLA, LI and IAASSS) as written are valid and enforceable. ***

9. IBM shall have the right to verify your compliance with the license terms on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold. If you are a Business Partner you will procure that IBM has the right to verify the End User's compliance with the license terms in accordance with this paragraph.

10. Unless otherwise agreed, IBM may make partial shipment of Programs making up one order.

11. This quotation is conditional on satisfactory credit checks being performed and a sufficient credit limit being in place at the time of placing the purchase order ("PO"). In the absence of this, IBM reserves the right to reject the PO, to require up-front payment or require that a satisfactory payment guarantee be put in place prior to processing the PO.

12. This Quote, and the documents referenced herein, including but not limited to the IPLA, LI and IAASSS in Item 1 above, constitute the entire agreement between the parties (and where relevant the End User) in connection with the subject matter includes, and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto.

* For Customers in Brunei, Indonesia, Philippines, Vietnam, Malaysia, Thailand, Hong Kong, Taiwan, or Macau Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax or other local tax. Applicable sales or local tax/VAT/GST will be added upon invoicing. Should you be required under any law or regulation of any government entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made. The End User is responsible for any personal property taxes for the Programs, and/or Software Maintenance from the



delivery date.

* For Customers in Europe, Middle East or Africa Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then you agree to pay the amount specified on the invoice or supply exemption documentation. The end user of the Programs ("End User") is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

* For Customers in Australia Item 3 is replaced as follows:

3. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date. If the rate of GST or other indirect taxes changes, IBM may adjust the charge or other payable to take into account that change from the date the change becomes effective.

* For Customers in Japan Item 3 is replaced as follows:

3. Price quoted does not include any consumption tax. Applicable consumption tax will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

** For Customers in Europe, Middle East or Africa Item 4 is replaced as follows:

4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order to confirm your acceptance of these terms.

*** For Business Partner Item 6 is replaced as follows:

6. Net payment due upon receipt or per your Partner Agreement

*** For Business Partner Item 8 add the following:

Added to 8. Prior to providing any Program(s) to the End user, you will ensure that the terms of each end-user license agreement satisfies the requirements of your Partner Agreement.

For customers in the following countries, please sign below for your acceptance of this quote and return with your order.

Afghanistan, Albania, Algeria, Andorra, Angola, Bahrain, Belgium, Benin, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Caper Verde, Central African republic, Chad, The Democratic Republic of Congo, Cote D'Ivoire, Czech Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, France, French Guiana, French Polynesia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Iran, Iraq, Italy, Japan, Jordan, Kenya, Kuwait, Lesotho, Liberia, Libya, Macedonia, Malawi, Mali, Malta, Mauritania, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Oman, Pakistan, Palestinian Territory, Poland, Qatar, Rwanda, San Marino, Sudan, Swaziland, Syria, United Republic of Tanzania, Togo, Tunisia, Turkey, Uganda, United Arab Emirates, Western Sahara, Yemen, Zambia, and Zimbabwe.

For customers in the following countries, please sign below for your acceptance of this quote and return with your order. An IBM delegate will need to countersign.



Argentina, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Costa Rica, Croatia, Cuba, Dominican Republic, Ecuador, El Salvador, Guam Guatemala, Haiti, Honduras, Hungary, Luxembourg, Marshall Islands, Mexico, Federated States of Micronesia, Nicaragua, Northern Mariana Islands, Palau, Panama, Paraguay, Peru, Puerto Rico, Romania, Serbia and Montenegro, Turkmenistan, Uruguay, and Venezuela.

Agreed to:
'Customer'

By_____
Authorized Signature

Name (type or print):

Date:

Agreed to:
Local International Business Machines Delegate

By_____
Authorized Signature

Name (type or print):

Date:

IBM i2 Analyst's Notebook Premium

Rich analysis environment underpinned by a local repository helps reduce the cost associated in multi-dimensional analysis across your knowledge and information

Highlights

- Speed up the intelligence analysis cycle with a rich data-centric analysis environment
- Reduce the overhead of local data management with optimized local analysis repository
- Increase the assuredness and security of locally stored information
- Improve the discovery rate of key information across both new and historical data
- Provide network, temporal, statistical and geospatial analysis from within a single environment
- Support detailed analysis through operational decision-making
- Leverage ongoing IBM i2 solution investments

IBM® i2® Analyst's Notebook® Premium builds on the powerful visual analysis capabilities of IBM® i2® Analyst's Notebook® by providing a rich data-centric analysis environment that includes the key elements required to collate, manage, explore and analyze intelligence data. Comprised of a local analysis repository and dedicated interfaces for ease of data management and detailed visual analysis, Analyst's Notebook Premium is designed to help analysts and investigators discover key information hidden in the mass of disparate data that is commonplace in the fight against modern day, sophisticated criminal and terrorist organizations.

At the core of Analyst's Notebook Premium is a local analysis repository that is optimized for data management, information discovery and analysis, so that users can more effectively manage a wide range of intelligence by collating it into a single source.

The data management interface is designed to enable rapid data entry and management, as well as powerful search and discovery capabilities. These features allow users to quickly explore their collated data and identify key information within the local analysis repository. Data of interest can also be exported in a commonly supported structured data format so that key information can be quickly disseminated across organizations.

Near seamless integration with the powerful capabilities of the rich visual analysis environment helps to empower users to quickly build multi-dimensional views of the identified data of interest and create multiple hypotheses that can ultimately help to drive more timely and accurate operational decision making.

Analyst's Notebook Premium is built upon a lineage that can be traced back to over 20 years of real-world usage across the global intelligence community, law enforcement, defense, national security and commercial organizations. The experience and knowledge gained from helping to deliver successful operational results to over 2,500 organizations across 149 countries worldwide, lie at the heart of Analyst's Notebook Premium.

Optimized local analysis repository providing improved local data management and storage

The local analysis repository allows users to store structured, entity, link and property information as well as unstructured data, including Analyst's Notebook charts. This single source of information for individual users includes a storage system that is optimized for larger volumes of data and analysis.

Enhanced data management features help ensure that the provenance of data is retained. User notes about an item's evolution over time also helps ensure that virtually all working knowledge is captured so it can be used to assist operations in more timely and accurate decision-making.

Integrated data management interface speeds data entry, management and discovery of key information

The data management interface is a user-friendly environment for users to enter and manage data within the analysis repository. Larger sets of structured data can also be quickly ingested via a wizard-style visual importer, which closely mimics the user experience of the existing Analyst's Notebook importer.

Data held in the analysis repository can then be located through the powerful, search and discovery tools designed to enable users to quickly drill down and identify key information of interest.

Data of interest can also be shared with others via the ability to export to a commonly supported structured data format so it can be ingested in other third party applications, such as Microsoft Excel, to complement almost any organizations workflow.

Create a multi-dimensional view of key knowledge and information

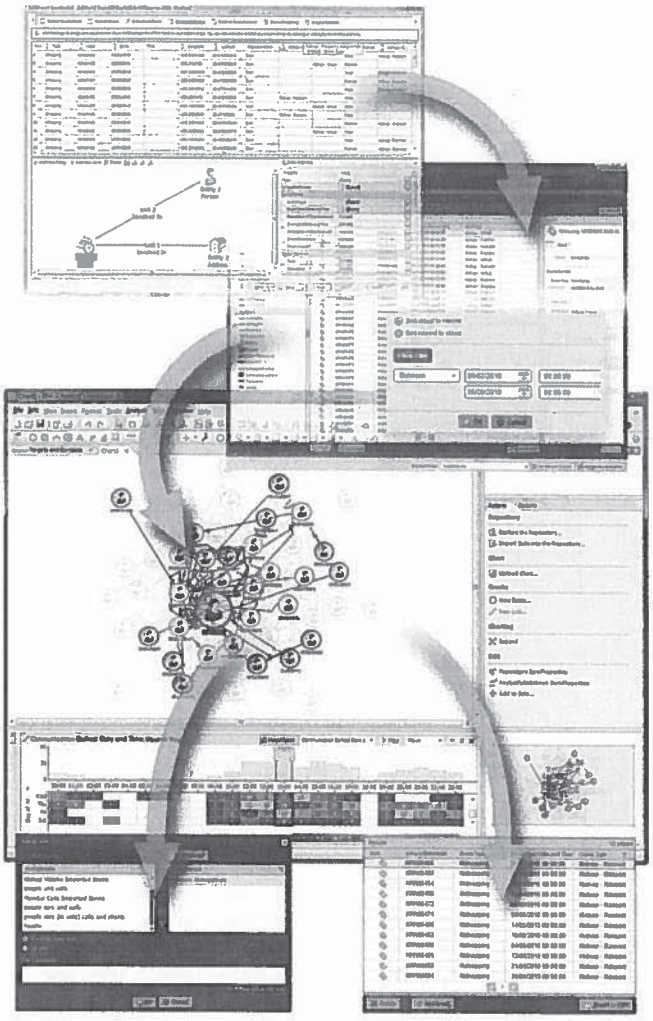
The near seamless integration with the rich visual analysis environment helps users to visualize the same information of interest across various operational charts. Data can be visually represented for network, temporal, statistical, or geospatial analysis. Rather than having to visualize all available data, this targeted and focused approach to analysis simplifies the analysis phase of operations, thus helping to reduce the time needed to create different hypotheses.

Enhanced discovery of connections across existing intelligence

With a repository optimized for analysis underpinning Analyst's Notebook Premium, exact and fuzzy searching techniques can be employed across structured and unstructured data simultaneously to accelerate information discovery and uncover intelligence that may have ordinarily been missed. In addition, because as the analysis repository can store historic Analyst's Notebook charts, key information from previous operations can be included in potential results so that virtually no information source is left untapped.

Flexible data model supporting the challenges analysts face today - and tomorrow

To help ensure that key information is retained from the growing number of disparate data sources, the analysis repository offers a flexible data model that can be tailored to match specific needs.



Leverage on-going IBM i2 solution investments

Analyst's Notebook Premium is a comprehensive solution designed to help single analysts to collate, manage, explore and analyze intelligence data. Other IBM i2 solutions can be integrated to further increase the value of Analyst's Notebook Premium, such as the IBM® i2® Intelligence Analysis Platform for intra/inter organizational collaboration or IBM® i2® Analyst's Notebook® Connector for Esri for enhanced geospatial analysis.

Analyst's Notebook Premium helps existing users maximize on their previous IBM i2 solution investments in Analyst's Notebook by enhancing rather than replacing existing capabilities. This provides minimum retraining costs and helps ensure productivity gains are close to immediate.

Analyst's Notebook Premium can help users by:

- Providing dedicated capabilities for data management, information discovery, charting and chart management
- Importing data via the wizard-style visual importer which includes integrated duplicate checking capabilities
- Sharing information of interest to suit organizational needs, via exporting to a commonly supported data format
- Delivering rich visual analysis capabilities underpinned by a local optimized analysis repository
- Accelerating the creation of network, temporal, statistical, or geospatial views from collated knowledge and information
- Helping to present results in a clear, quick, easier to understand format to help support live operations and investigations
- Improving an organization's ability to identify, prevent and disrupt criminal and terrorist activities.

For more information

To learn more about i2, please contact your IBM representative, or visit: **www.ibm.com**

To learn more about all of the IBM Smarter Cities solutions, visit: **ibm.com/smartercities**



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Somers, NY 10589
U.S.A.

Produced in the United States of America

May 2012

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Please Recycle

ZZD03132-USEN-01

Products

Analysis Product Line

- IBM i2 Intelligence Analysis Platform
- IBM i2 Analyst's Notebook Premium
- IBM i2 Analyst's Notebook
  - IBM i2 Analyst's Notebook Connector for Esri
  - Social Network Analysis
- IBM i2 Analyst's Workstation
- IBM i2 iBase
- IBM i2 iBase IntelliShare
- IBM i2 Information Exchange Visualizer
- IBM i2 iBridge
- IBM i2 Information Exchange for Analysis Search
- IBM i2 Text Chart
- IBM i2 Chart Reader
- IBM i2 Pattern Tracer
- Development Tools

COPLINK Product Line

IBM i2 Analyst's Notebook Premium

Rich visual analysis environment underpinned by a local repository supporting discovery of information across disparate data sources.



IBM® i2® Analyst's Notebook® Premium is a data-centric visual analysis environment designed for a single user. A combination of data storage, analysis tools, visualization, and dissemination capabilities, Analyst's Notebook Premium addresses the analyst's and investigator's multi-tiered challenge of discovering networks, patterns and trends across increasing volumes of structured and unstructured data.

More Information

Download Datasheet

Contact Us

Analyst's Notebook Premium provides:

- **Dedicated data and chart management** in a single data-centric analysis environment.
- **Rich visualization and analysis underpinned by a local repository** improving the detection rate of key information across all existing data.
- **Search and discovery across collated data** supporting identification of connections across seemingly unrelated data.
- **Integrated data management interface** to speed data ingestion and sharing.
- **Simplify the communication of complex data** to enable timely and accurate operational decision-making.



Optimised Analytical Repository



Data Management and Discovery



Powerful Visual Analysis

More Information:

Dedicated data and chart management in a single data-centric analysis environment

- Single user environment enabling effective data management of a wide range of information and intelligence from disparate sources
- Store structured, unstructured, entity, link and property information including Analyst's Notebook charts
- Optimized repository that ensures the source and history of data is retained
- Flexible data model that can be tailored to match specific needs

Rich visualization and analysis underpinned by a local repository improving the detection rate of key information across all existing data

- Undertake network, temporal, statistical and geospatial analysis from a single source of truth

- Visually represent data according to need, for example as a network chart or a combination view of temporal and statistical data
- Focus analysis and filter out irrelevant information without losing the underlying data

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Search and discovery across collated data supporting identification of connections across seemingly unrelated data

- Explore structured and unstructured data simultaneously
- Employ exact and fuzzy searching to accelerate information discovery
- Search historic Analyst's Notebook charts to uncover information from previous operations

Integrated data management interface to speed data ingestion and sharing

- User-friendly data management interface to support data input into the analysis repository
- Upload large sets of structured data via a wizard-style visual importer
- Share data with others using export tools that compliment any organizations workflow

Simplify the communication of complex data to enable timely and accurate operational decision-making

- Create intuitive and easy-to-follow visual briefing charts that capture and organize supporting data for briefing and presentation purposes
- Easily integrate information and visualizations into other intelligence reports

A. AI-34071 Discussion, consideration and approval to process the City of Hidalgo 2011 TIRZ payment in the amount of $162,005.43 pursuant to the interlocal agreement between the City of Hidalgo, Hidalgo County, and Tax Increment Reinvestment Zone.

8. **Purchasing Dept:**

Notes:

A. FOR ANY CONTRACTS(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. AI-34061 Acceptance and approval of Invoice #02.12 RI in the amount of $23,363.00, from Dos Logistics, Inc. contracted engineer for "Renovation of County-Owned Building Roofs."

B. AI-33483 Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft service contract etc.) as attached hereto for: Hidalgo County Sheriff's Office-"Mobile X-Ray Services for Inmates" RFB: 2012-175-00-00-SMA, including the re-advertising of project in the event no bids/responses are received and/or are rejected and the project is still required.

C. AI-34194 Acceptance and approval of payment of the following items:

1. Invoice No. 13 (REVISED)-$5,287.50;
2. Invoice No. 2 (Reimbursable)-$205.42

submitted by Alcocer Garcia Associates, Inc., contracted architect for the, "Remodel of Existing Old Administration Building (1st & 2nd floors)"- C-08-131 -08-07;

D. AI-34170 **Sheriff's Office:**
Requesting authority to renew our Symantec Backup Exec and option services agreement with Reyna Enterprises for 1 yr in the amount of $1,095.00 commencing upon approval.

E. AI-34190 Approval of Invoice #11324213 in the amount of $21,342.67 from L & G Consulting Engineers Inc., contracted engineer for "Environmental Study for the Old Pct. 3 Administration, Warehouse, and Shop"-C-12-123-05-22.

F. AI-34161 Approval of Application for Payment No. 1 in the amount of $46,749.33 from GP7 Construction, LLC, contracted vendor for La Homa Road South Subdivision as submitted by Javier Hinojosa Engineering, project engineer (C-CAP-12-090-05 -29).

AI-34170 **8. D.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Sheriff's Office:

Requesting authority to renew our Symantec Backup Exec and option services agreement with Reyna Enterprises for 1 yr in the amount of $1,095.00 commencing upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

Amount available for requisition# 220650 as of 9-14-12 $1,095.00 for Reyna Enterprises Inc.

Attachments

220650 Reyna Enterprices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/13/2012 01:54 PM
Budget & Management	Merlen P. Munoz	09/13/2012 01:57 PM
Manuel Chapa	Manuel Chapa	09/14/2012 10:45 AM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Tanya Delira Started On: 09/12/2012 11:37 AM

Final Approval Date: 09/14/2012

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00220650
PO #
Date: 08/06/12

Bill To: x
x

Vendor : 264563
REYNA ENTERPRISES, INC DBA CRC
131 EAST PECAN
MCALLEN TX 78501

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MIKE GARZA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		RENEWAL OF SYMANTEC BACKUP EXEC AND OPTIONS DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM#LQCXWZZ0-ER1GS, SYMANTEC BACKUP EXEC 2012-ESSENTIAL SUPPORT RENEWAL (1 YEAR)- 1 SERVER- GOV SYMANTEC BUYING PROGRAMS GOVERNMENT- LEVEL S (1+)- WIN	245.00	245.00
1.00	EACH	ITEM#MFYTWZZ0-ER1GS, SYMANTEC DESKTOP AND LAPTOP OPTION (V.7.0)- ESSENTIAL SUPPORT (RENEWAL) (1 YEAR) - 1-10 USERS-GOV-SYMANTEC BUYING PROGRAMS: GOVERNMENT- LEVEL S(1+) - WIN	125.00	125.00
5.00	EACH	ITEM#MLJXWZZ0-ER1GS, SYMANTEC BACKUP EXEC 2012 AGENT FOR WINDOWS ESSENTIAL SUPPORT (RENEWAL) (1 YEAR) -1 SERVER-GOV SYMANTEC BUYING PROGRAMS: GOVERNMENT-LEVEL S (1+)-WIN	145.00	725.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	1,095.00	
			Freight	.00
			Total	1,095.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req 3200850

C R C
COMPUTER REPAIR CENTER

August 2, 2012

Hidalgo County Sheriff's Department
711 El Cibolo Road
Edinburg, TX 78541

business partner

AT: Mike Garza

SUBJECT: Quote Renewal Symantec Backup Exec and options.

Qty	Product Number	Description	Unit Price	Ext Price
1	LQCXW[illegible]ER1GS	Symantec Backup Exec 2012 - Essential Support (renewal) (1 year) - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win	$ 245.00	$ 245.00
1	MFYTWZZ0-ER1GS	Symantec Desktop and Laptop Option - (v. 7.0) - Essential Support (renewal) (1 year) - 1-10 users - GOV - Symantec Buying Programs : Government - level S (1+) - Win	$ 125.00	$ 125.00
5	MLJXWZZ0-ER1GS	Symantec Backup Exec 2012 Agent for Windows - Essential Support (renewal) (1 year) - 1 server - GOV - Symantec Buying Programs : Government - level S (1+) - Win	$ 145.00	$ 725.00
		Total		**$ 1,095.00**
		Tax		**Exempt**
		Total		**$ 1,095.00**

Respectfully,

Daniel Reyna
dreyna@crc-computers.com

131 EAST PECAN BLVD • MCALLEN, TX • [illegible]
PHONE (956) 631-2121 • FAX (956) 631-4696
E-MAIL dreyna@crc-computers.com

Symantec.

GOVERNMENT

Sales Order #: 17925226

For ease of managing your support renewal, please retain this certificate which holds valuable reference information for your renewal transaction inclusive of your Symantec Agreement Number (SAN).

Licensing Portal Help Tutorials: https://licensing.symantec.com/acctmgmt/home/Jump.jsp
These two-minute videos explain how to get license keys for new purchases and version upgrades.

Global Enterprise Customer Care URL: http://go.symantec.com/callcustomercare
Contact Customer Care for non-technical licensing-related questions.

Technical Support URL: http://www.symantec.com/enterprise/support/index.jsp
Contact Technical Support for technical product-related questions

Software Download URL: https://fileconnect.symantec.com
You will need a Serial Number related to your product for access.

Symantec URL: http://www.symantec.com
Learn more about Symantec products and services.

Symantec Licensing Program URL: http://www.symantec.com/business/products/licensing/index.jsp
Learn more about the benefits of the Buying Program you are participating in.

Symantec Education Voucher Redemption URL: http://www.symantec.com/business/training/evoucher/
To access your Education purchase click on the Education Voucher Redemption URL link above, and using the serial number on the face of this certificate, complete the Voucher registration process, then follow the instructions to begin your training.

Managed Security Services Client Services Team: clientservices@monitoredsecurity.com
For Managed Security Services related questions, please contact the Client Services Team.

Symantec.cloud management console URL: https://hostedendpoint.spn.com/

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Symantec.

GOVERNMENT

Sales Order #: 17925226

Amendment To Symantec End User License Agreement

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IF LICENSEE DOES NOT AGREE TO THESE TERMS, THEN SYMANTEC IS UNWILLING TO LICENSE THE SOFTWARE TO LICENSEE. EXCEPT AS OTHERWISE EXPRESSLY SET FORTH IN THIS CERTIFICATE, ALL PROVISIONS OF THE EULA WILL BE APPLICABLE FOR ALL RIGHTS GRANTED UNDER THIS CERTIFICATE. ANY RIGHT TO RETURN THE SOFTWARE AND ANY RIGHT TO USE THE SOFTWARE ON HOME COMPUTERS THAT MAY BE CONTAINED IN THE EULA SHALL NOT APPLY TO THE RIGHTS GRANTED UNDER THIS CERTIFICATE.

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2. SOFTWARE COPIES. Licensee may make copies of the Software authorized under Section 1 of this Certificate, in object code form only, from the copy of the Software and user documentation contained in the original media for the Software obtained from Licensee's authorized reseller. An auditor, selected by Symantec and reasonably acceptable to Licensee, may, upon reasonable notice and during normal business hours, but not more often than once each year, inspect Licensee's records and deployment in order to confirm Licensee's use of the Software complies with this Certificate. Symantec shall bear the costs of any such audit, except where the audit demonstrates that the MSRP value of Licensee's non-compliant usage exceeds five percent (5%) of the MSRP value of Licensee's compliant deployments. In such case, in addition to purchasing appropriate licenses for any overdeployed Software licenses, Licensee shall reimburse Symantec for the auditor's reasonable actual fees for such audit.

3. UPGRADES AND CROSS-GRADES. For certain Software, Symantec reserves the right to require that any upgrades (if any) of the Software may only be obtained in a quantity equal to the number indicated on the face of this Certificate. An upgrade to an existing license shall not be deemed to increase the number of licenses which Licensee is authorized to use. Additionally, if Licensee upgrades a Software license, or purchases any of the Software licenses listed on the face of this Certificate to cross-grade an existing license (i.e. to increase its functionality, and/or transfer it to a new operating system, hardware tier or licensing meter) then Symantec issues this Certificate based on the understanding that Licensee agrees to cease using the original license. Any such license upgrade or cross-grade is provided under Symantec's policies in effect at the time of order. This Certificate does not separately license Licensee for additional licenses beyond those which Licensee has purchased, and which have been authorized by Symantec.

4. CONTENT UPDATES. Certain Software uses content that is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware products; updated antispam definitions for antispam products; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for some firewall products; updated intrusion-detection data for intrusion detection products; updated lists of authenticated web pages for website authentication products; updated policy compliance rules for policy compliance products; and updated vulnerability signatures for vulnerability assessment products. These updates are collectively referred to as "Content Updates". If Licensee subscribes to a Symantec maintenance/support offering consisting of or including Content Updates, as separately described in the Symantec certificate for such subscription (the "Support Certificate"), Licensee is granted the right to use, as part of the Software, the Content Updates included in such subscription to the extent they become generally available to Symantec's end user customers as part of such subscription, for any period for which Licensee has purchased the appropriate maintenance/support, as indicated on the face of such Support Certificate. This Certificate does not otherwise permit Licensee to obtain and use Content Updates.

5. MAINTENANCE/SUPPORT. If Licensee subscribes to a Symantec maintenance/support offering, such subscription will be as described in the Support Certificate, delivered in accordance with Symantec's then-current standard policies and terms. Symantec reserves the right to require the purchase of minimum Symantec-designated levels of maintenance/support with the purchase certain Symantec product offerings.

6. ENTIRE AGREEMENT. This Certificate and the EULA constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede any and all written or oral agreements with respect to such subject matter.

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Symantec Product is currently prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

Symantec.

SUPPORT

Sales Order #: 17925226

Symantec Enterprise Technical Support

This document (the "Certificate") is a legal agreement between the end user (the "Licensee") named on the face of this certificate and Symantec Corporation and/or its subsidiaries ("Symantec"). This Certificate and the rights granted herein are only effective as to end users who have a valid license pursuant to a Symantec license agreement (the "License Agreement") for the underlying Symantec software product(s) (the "Software") for which this support will be provided. Please read this Certificate.

IF LICENSEE DOES NOT AGREE TO THESE TERMS, THEN SYMANTEC IS UNABLE TO PROVIDE SUPPORT FOR THE SOFTWARE TO LICENSEE. RECEIPT OF SUPPORT INDICATES LICENSEE'S AGREEMENT TO THESE TERMS.

Support Offerings: Commencing on the issue date set forth on the face of this Certificate, Symantec will provide to Licensee the support service(s) listed on the face of this Certificate, within the Symantec region in which the Software is licensed for use as indicated in the License Agreement. Support services are provided under the terms and conditions listed below, until the end date set forth on the face of the Certificate.

1. Essential Support.
1) Access to technical support provided by telephone on a 24x7 basis; 2) Continuous Efforts Problem Resolution Engineering (available upon request for Severity 1 Cases only); 3)Access to the Symantec technical support website; 4)Delivery of bug fixes and patches; 5) Essential Support includes Content Updates, if applicable, and Upgrade Assurance; 6) Licensee may designate up to six (6) individuals per title of Software for Essential Support to act as liaisons with Symantec Technical Services staff ("Designated Contacts").

2. Basic Maintenance.
1)Access to technical support provided by telephone from 8 a.m. to 8 p.m. during the normal business week of, and in accordance with statutory holidays of, the country where the Software is installed; 2) Access to the Symantec technical support website; 3) Delivery of bug fixes and patches; 4) Basic Maintenance includes Content Updates, if applicable, and Upgrade Assurance; 5) Licensee may designate up to two (2) individuals per title of Software for Basic Maintenance to act as Designated Contacts as defined above.

Definitions:

• Content Updates: Content Updates as used in this Certificate refer to content used by Software that is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware software; updated antispam rules for antispam software; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for firewall products; updated vulnerability signatures for vulnerability assessment products; updated policy compliance updates for policy compliance software; updated lists of authenticated web pages for web site authentication software; and updated intrusion detection data for intrusion detection products, (if applicable). Content Updates means the right to use Content Updates to the Software as they become generally available to Symantec's end user customers except for those Content Updates that are only available through purchase of a Content Updates Subscription. Symantec reserves the right to designate specified Content Updates as requiring purchase of a Content Updates Subscription at any time and without notice to Licensee; provided, however, that if Licensee purchases support hereunder that includes particular Content Updates on the issue date set forth on the face of this Certificate, Licensee will not have to pay an additional fee to continue receiving such Content Updates through the end date set forth on the face of this Certificate, even if Symantec designates such Content Updates as requiring a Content Updates Subscription.

• Content Updates Subscription: The right to use those Content Updates that Symantec elects to make available by separate paid subscription. If Licensee has purchased Content Updates Subscription(s), the number set forth on the face of this Certificate opposite the description of such subscription reflects the quantity of such subscription purchased by Licensee.

• Upgrade Assurance: The right to use upgrades to the Software as they become generally available to Symantec's end user customers. An upgrade is any version of the Software which has been released to the public and which replaces the prior version of the Software on Symantec's price list. All such upgraded Software is licensed to Licensee for use subject to all terms and conditions, including without limitation disclaimers of warranties and limitation of liabilities, of the License Agreement. Nothing in this Certificate shall be construed as separately licensing copies of the Software or increasing the number of copies of Software licensed to Licensee.

Terms and Conditions:

• Support Policies: The support service(s) will be provided in accordance with Symantec's Enterprise Technical Support Policy and other support policies which may be revised and updated by Symantec from time to time without notice to Licensee. Please refer to www.symantec.com/enterprise/support/support_policies.jsp for copies of such policies. Under Symantec's Enterprise Technical Support Policy, support services may be discontinued for certain Software or a particular version of Software prior to the end date set forth on the face of this Certificate.

• Geographic Availability: Not all of the support services listed above are available in all countries or locations or for all Symantec software products.

• Scope of Support: Licensee's technical assistance may be limited to error correction resolution in certain Software if Licensee has not installed and implemented all licenses for such Software in accordance with the directions for installation provided by Symantec. Please refer to http://www.symantec.com/enterprise/products/index.jsp for additional information on services offered by Symantec to assist you in proper installation and implementation of Software. Technical support will not include activities that would be typically made generally available and characterized by Symantec as product training, consulting involving integration, security solutions enablement, security advisory, pre-production configuration services, managed security or implementation services or the like, which are offered separately as noted below.

• Additional Designated Contacts: Licensee may add additional Designated Contact(s) for either Essential Support or Basic Maintenance by paying the applicable fee in effect at the time Licensee seeks to add the additional Designated Contact(s). If Licensee has purchased the right to designate additional Designated Contacts, the number set forth on the face of this Certificate reflects the number of additional designated Licensee Designated Contacts who may receive technical support on Licensee's behalf with the same rights and for the same term as the primary contacts for either Essential Support or Basic Maintenance.

• Acknowledgement of Use of Personal Data. Licensee recognizes that Symantec will require Licensee to supply certain personal data (such as business contact names, business telephone numbers, business e-mail addresses), in order for Symantec to provide Support and to keep Licensee apprised of support and product updates. Licensee acknowledges that Symantec is a global organization, and such personal data may be accessible on a global basis to enable Symantec to provide Licensee Support. By providing such personal data, Licensee consents to Symantec using, transferring and processing this personal data on a global basis for the purposes described above.

• Support Services Warranty. Symantec warrants, for a period of thirty (30) days from the date of performance of support services under this Certificate, that such support services will be performed in a manner consistent with generally accepted industry standards. For support services not performed as warranted in this provision, and provided Licensee has reported such non-conformance to Symantec within thirty (30) days of performance of such non-conforming support services, Symantec will, at its discretion, either correct any nonconforming support services or refund the relevant fees paid for the nonconforming support services.

THIS IS LICENSEE'S EXCLUSIVE REMEDY AND SYMANTEC'S SOLE LIABILITY ARISING IN CONNECTION WITH THE SUPPORT SERVICES WARRANTY DESCRIBED IN THIS SECTION.
DISCLAIMER OF DAMAGES: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE, IN NO EVENT WILL SYMANTEC BE LIABLE TO YOU FOR (i) ANY COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) ANY SPECIAL, CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES WHETHER ARISING DIRECTLY OR INDIRECTLY OUT OF THE PROVISION OF SUPPORT SERVICE(S), EVEN IF THE PARTY, ITS RESELLERS, SUPPLIERS OR ITS AGENTS HAS BEEN TOLD SUCH DAMAGES MIGHT OCCUR. IN NO CASE SHALL SYMANTEC'S LIABILITY EXCEED THE PURCHASE PRICE FOR THE SUPPORT SERVICE(S). NOTHING IN THIS CERTIFICATE SHALL EXCLUDE OR LIMIT SYMANTEC'S LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY LAW.

INTEGRATION: This Certificate, as supplemented by any relevant terms in the License Agreement not otherwise defined herein, constitutes the entire agreement between this parties pertaining to the subject matter hereof, and, except as otherwise agreed upon in writing by the parties, supersedes any and all prior written or oral agreement with respect to such subject matter.

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Symantec Product is currently prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

Tanya.Delira

From: Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
Sent: Tuesday, August 28, 2012 3:18 PM
To: 'Tanya.Delira'
Subject: FW: CRC Agreement (220650)

See Mr. Crain's approval

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Tuesday, August 28, 2012 2:49 PM
To: 'Darlene Betancourt'
Subject: RE: CRC Agreement (220650)

Darlene: I used a magnifying glass and was able to read the document. The document is fine.

From: Darlene Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
Sent: Tuesday, August 28, 2012 1:25 PM
To: scrain@atlashall.com
Subject: FW: CRC Agreement (220650)

Good Afternoon Mr. Crain

As a result of Ms. Marty absence, I have attached you will find an agreement for the Sheriffs Office for your review and comments.

Should you have any questions, do not hesitate to contact me. Thank you

Respectfully,
Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Tuesday, August 28, 2012 11:54 AM
To: darlene.betancourt@co.hidalgo.tx.us
Cc: 'Myra Montoya'
Subject: CRC Agreement (220650)

Ms. Darlene may you please forward this agreement to legal for their review.

Thank You,

Tanya De Lira
Hidalgo County Purchasing Department
2812 S. Business Hwy 281
Edinburg, Texas 78539
P 956-318-2626 x 4878
F 956-292-7612

G. **AI-34155** Approval of ratification of fully executed Change Order No. 1 for Road Re-Construction of Esperanza Estates Subdivision Pursuant to TXLGC 262.031as approved by cc on 08-28-12 (C-CAP-12-115-06-12).

H. **AI-34154** Seeking approval of Change Order No. 1 with contractor Homer Alvarez dba Alvarez Construction for Las Brisas Estates Subdivision, Pct. No. 4 reflecting a net increase of $6,660.00 and addition of 154 construction days due to replacement of additional driveways as submitted through project engineer J. E. Saenz & Associates, Inc. (C-CAP-11-198-11-01).

I. **AI-34092** Requesting approval for payment to project engineer, R. Gutierrez Engineering Corporation, Contract #C-11-310-01-24, Invoice #3189 for Border Road Project in the amount of $8,900.

J. **AI-34139** Acceptance and approval to exercise the County's option to extend the one (1) year renewal as provided in the contract with Roy's Hauling Services under Contract #C-11-177-09-27 for the provision of "RAP (Recycled Asphalt Pavement) Materials" under the same rates, terms and conditions.

K. **AI-34137** Presentation for consideration, discussion, acceptance and approval of following with Saenz Utility Contractors for Tower Road Phase I Road & Drainage Improvements Project, as submitted and recommended by project engineer, Raul Sesin, contract #C-11-044A-06-28:

1. Application for Final Payment in the amount of $16,785.63;
2. Application for Retainage in the amount of $24,869.67;
3. Certificate of Substantial Completion reflecting a punch list date of June 24, 2012.
4. Certificate of Construction Completion reflecting the completion date of July 2, 2012.

With authority for County Judge or Court member to execute document(s).

L. **AI-34185** Approval of Invoice #11324235 in the amount of $13,180.00 from L & G Consulting Engineers Inc., contracted engineer for "La Homa Road Project"-C-11 -312-02-07.

M. **AI-34070** Acceptance and approval of the following invoices submitted by contracted/project engineer, L & G Consulting Engineers, Inc.:

1. Invoice No. 11324234-$11,400.00 for "FM 681-FM 2221/FM 492: FM 681 to FM 364" - C-09-192A-06-08
2. Invoice No. 11324237-$ 7,533.14 for "Mile 2"-C-11-195-06-28
3. Invoice No. 11324238-$ 4,715.80 for "Mile 2 N.-Inspiration to Moorefield Rd"-C-11-195-08-16
4. Invoice No. 11324245-$ 4,700.00 for "FM 681-FM 2221 to SH 107"-C-09-192 -06-08

N. **AI-34039** Requesting authority to upgrade the UFED Software System and to continue existing support with CelleBrite USA, Corp. through requisition #220985 at $999.00/year commencing upon approval.

AI-34039 **8. N.**

CC CONSENT

Meeting Date: 09/18/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to upgrade the UFED Software System and to continue existing support with CelleBrite USA, Corp. through requisition #220985 at $999.00/year commencing upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

Amount available for requisition# 220985 as of 9-14-12 $999.00 for Cellebrite Usa.

Attachments

Cellebrite

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	09/14/2012 03:11 PM
Budget & Management	Merlen P. Munoz	09/14/2012 03:13 PM
Manuel Chapa	Manuel Chapa	09/14/2012 04:12 PM
Auditor's Office	Angela Garcia	09/14/2012 05:16 PM

Form Started By: Tanya Delira Started On: 09/04/2012 02:57 PM

Final Approval Date: 09/14/2012

Please wait to print... saving Agenda Item information.

AI-34039
CC CONSENT
Meeting Date: 09/18/2012
Submitted By: Tanya Delira, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION
Sheriff's Office:
Requesting authority to upgrade the UFED Software System and to continue existing support with CelleBrite USA, Corp. through requisition #220985 at $999.00/year commencing upon approval.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-336
FUNDS AVAILABLE Y/N?: y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:

Attachments

Cellebrite

Form Review

Inbox	Reviewed By	Date
	Form Started By: Tanya Delira	Started On: 09/04/2012 02:57 PM

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00220985
PO #
Date: 08/10/12

Bill To: x
x

Vendor : 356735
CELLEBRITE USA CORP
266 HARRISTOWN RD STE 105
GLEN ROCK NJ 07452
FAX (201)848-9982

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: T. CONTRERAS
956-393-6024

Contract No:
Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		UNIVERSAL FORENSIC EXTRACTION DEVICE LICENSE RENEWAL DO NOT DUPLICATE ORDER		
1.00	EACH	ITEM#SWUF-1, SOFTWARE UPGRADE - ONE YEAR LOGICAL RENEWAL FOR SE# 5603590	999.00	999.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	999.00	
			Freight	.00
			Total	999.00
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

Req 220985

Cellebrite USA, Inc.
266 Harristown Rd.
Ste. 105
Glen Rock. NJ 07452

Tel: 201-848-8552
Fax: 201-848-9982
Tax ID#: 22-3770059

Quotation

Quote Number:

Q-01659-W

Quote Date:

6/26/2012

Quoted to:

Hidalgo County Sheriff's Office
711 El Cibolo Rd

Edinburg, TX 78542

Contact: Terry Contreras

Phone #: 956-393-6020

Quote Ship to:

Hidalgo County Sheriff's Office
711 El Cibolo Rd

Edinburg, TX 78542

Customer ID	Good Thru	Payment Terms	Sales Rep
HIDALGOCOUNTY-711	9/30/2012	Net 30	John Bigler

Quantity	Item	Description	List Price	Ext. Price
1	SWUF-1	Software Upgrade - One Year Logical Renewal for ser # 5603590	$999.00	$999.00

SJ 4-2

Please include the following information on your PO for Cellebrite UFED purchase:
- **Please include the ORGINAL QUOTE NUMBER (For example - M777) on your PO**
- **CONTACT NAME & NUMBER of individual purchasing and bill to address**
- **E-MAIL ADDRESS of END USER for monthly software update as this is critical for future functionality**

Terms and conditions:
- **Payment terms: Net 30; 1.5% per month interest on late payment**
- **Shipping: FCA, Glen Rock, NJ, USA: Limited Warranty: Hardware: 12 Months; Software: 60 days; Touch Screen: 30 days**
- **12 months software support included in initial purchase. The next support period purchased begins immediately at the end of the 12 months, i.e., no gaps in support period are allowed.**
- **Complete Terms and conditions of sale available upon request (or available at: http://www.cellebrite.com/us/tc)**

Subtotal:	$999.00
S&H Amount:	
Sales Tax:	$0.00
Total:	$999.00

CELLEBRITE TERMS AND CONDITIONS OF SALE

1. Order of Precedence. This Cellebrite Terms and Conditions of Sale ("Terms") will be the only terms and conditions that apply to any purchase order ("Purchase Order") between you ("Buyer") and Cellebrite USA Corporation ("Cellebrite"). Cellebrite's acceptance of a Purchase Order is conditioned upon Buyer's acceptance of these Terms and all Purchase Orders submitted by Buyer shall be deemed to incorporate and be subject to the Terms.

2. Orders. Buyer shall submit Buyer's Purchase Orders for Product to Cellebrite as written Purchase Orders subject solely to the Terms, stating the quantities and descriptions of products ("Products") required, applicable purchase prices and license fees, requested delivery dates, and billing/shipping instructions. Cellebrite will accept or reject (at Cellebrite's sole discretion) Buyer's Purchase Order at Cellebrite's offices in Glen Rock, New Jersey. Buyer may reschedule delivery one time at least thirty (30) days before delivery date. If Buyer makes any changes less than thirty (30) days before delivery date or any additional rescheduled delivery, Buyer shall pay the full amount under the Purchase Order.

3. Delivery and Acceptance. Shipment will be FCA Cellebrite's location (Incoterms 2010) in New Jersey. Unless specified in the Purchase Order, shipment will be made in a manner reasonably determined by Cellebrite. Shipments are deemed accepted upon delivery.

4. Pricing. Unless otherwise stated in writing by Cellebrite, all prices quoted are in U.S. dollars, expire thirty (30) days after the date of a quotation, and are exclusive of transportation, insurance, federal, state, local, excise, value-added, use, sales, property (ad valorem), and similar taxes or duties now in force or hereafter enacted. Buyer agrees to pay all taxes, fees, or charges of any nature whatsoever imposed by any governmental authority on, or measured by the transaction between Buyer and Cellebrite, in addition to the prices quoted or invoiced. If Cellebrite is required to collect the foregoing, Buyer will pay such amounts unless Buyer has provided Cellebrite with a valid tax exemption certificate authorized by the appropriate taxing authority.

5. Terms of Payment. Payment is due prior to shipping; provided, however, that if Cellebrite has approved credit terms for Buyer's purchase, Buyer shall pay the invoiced amount within thirty (30) days from the date of Cellebrite's invoice, which Cellebrite will not issue before shipping. Cellebrite may assess an interest charge of up to one and one-half percent (1-1/2%) per month on all amounts which are not timely paid (but not to exceed the maximum lawful rate), accruing on a daily basis and compounding monthly from the date such amounts were due. If Buyer delays shipments other than as authorized in these Terms, Cellebrite may invoice Buyer when Cellebrite is prepared to ship. Cellebrite may invoice Buyer immediately upon cancellation of or change to any Purchase Order in accordance with Section 2 above.

6. PMSI. Buyer hereby grants to Cellebrite a purchase money security interest in the Product or Software to secure the purchase price of the Product or Software until the purchase price is paid in full. Buyer shall execute and deliver all documents requested by Cellebrite to perfect and maintain Cellebrite's security interest.

7. Title to Software. Notwithstanding anything to the contrary, software furnished hereunder ("Software") is licensed and not sold. Title to Software and documentation related to Software ("Documentation") shall remain solely with Cellebrite. Software provided under these Terms will be subject to an end user license agreement ("EULA"), which takes precedence over these Terms in the event of any conflict between these Terms and the EULA.

8. Warranty. Cellebrite's attached standard warranty shall apply to the sale of Products or license of any Software under these Terms.

9. Software Support. For the first twelve (12) months following the purchase of a Product, Cellebrite shall supply software for Products ("Software Support") at no additional charge. Following such period, Buyer may use a Purchase Order to purchase additional Software Support; provided, however, that Software Support must be continuous. During the Software Support period for a Product, Cellebrite shall supply certain software updates to Buyer, in accordance with Cellebrite's standard practices. Cellebrite may invoice Buyer for Software Support on the start date of each Software Support agreement. For clarity, Software Support does not cover any hardware issues.

10. Confidentiality. Each party agrees to keep the other party's confidential information confidential, with such care as it uses for its own confidential information, but at least reasonable care. These Terms are Cellebrite's confidential information.

11. Limitation of Liability. NEITHER PARTY SHALL BE LIABLE HEREUNDER FOR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, SAVINGS OR REVENUES OF ANY KIND, WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL APPLY EVEN IN THE EVENT OF THE FAILURE OF AN EXCLUSIVE REMEDY. TO THE MAXIMUM PERMITTED EXTENT, CELLEBRITE DISCLAIMS ANY AND ALL LIABILITIES OR OBLIGATIONS WHATSOEVER RELATED TO THE USE OF THE PRODUCTS OR SOFTWARE BY ANYONE OTHER THAN BUYER. CELLEBRITE'S ENTIRE LIABILITY TO BUYER FOR ANY DAMAGES, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT INCLUDING NEGLIGENCE, STRICT LIABILITY OR OTHERWISE SHALL BE LIMITED TO THE TOTAL AMOUNT PAID BY BUYER TO CELLEBRITE DURING THE TWELVE (12) MONTH PERIOD THAT IMMEDIATELY PRECEDED THE EVENT THAT GAVE RISE TO THE APPLICABLE CLAIM. THE LIMITATION OF LIABILITY CONTAINED IN THIS SECTION 11 SHALL NOT APPLY TO (I) BUYER'S PAYMENT OBLIGATIONS TO CELLEBRITE HEREUNDER; (II) EACH PARTY'S CONFIDENTIALITY OBLIGATIONS; (III) BUYER'S VIOLATION OF CELLEBRITE'S INTELLECTUAL PROPERTY RIGHTS; AND (IV) BUYER'S INDEMNITY OBLIGATIONS.

12. Buyer Indemnity. Buyer will, at its expense: (i) indemnify and hold Cellebrite and its affiliates, officers and directors harmless from any claim (whether brought by a third party or an employee, consultant or agent of Buyer's) arising from any use of a Product or Software in a manner other than as authorized under these Terms, including using a Product or Software in a manner that violates a person's fourth amendment rights under the United States Constitution (or its foreign equivalent) or misappropriating a person's list of contacts or other personal information, or for an Excluded Item (as defined in Cellebrite's warranty); (ii) reimburse Cellebrite for any expenses, costs and liabilities (including reasonable attorney fees) incurred relating to such claim; and (iii) pay all settlements, damages and costs assessed against Cellebrite and attributable to such claim.

13. Compliance with Laws. Buyer represents, warrants and covenants to Cellebrite that Buyer shall only use the Products or Software in compliance with all applicable federal, state or local laws or regulations, or the applicable foreign equivalents and in a manner that does not violate the rights of any third party.

14. General. Neither party may assign its rights and obligations hereunder without the prior written consent of the other party, except either party may assign these Terms to any affiliate of such party or to an acquirer (by purchase, merger or otherwise) of all or substantially all of such party's business or assets relating to these Terms, provided that (i) the assignee agrees in writing to be bound by these Terms, (ii) neither the assignor nor assignee are in default hereunder. Any other purported assignment shall be null and void. No course of dealing or failure of either party to strictly enforce any term, right or condition of these Terms shall be construed as a waiver of such term, right or condition. Neither party shall be held responsible for any delay or failure in performance of any part of these Terms (other than payment obligations) to the extent such delay or failure is caused by events beyond its reasonable control. These Terms shall be governed by the laws of the State of New York, excluding its choice of law rules and excluding the Convention for the International Sale of Goods. Buyer gives Cellebrite the right to list Buyer as one of Cellebrite's customers. The headings used in these Terms are for reference purposes only and will not be deemed to in any way affect the interpretation of any term or provision hereof. Except where the context otherwise requires, the terms "including" and "includes" shall mean "including without limitation" and "includes without limitation", respectively. If any term hereof shall be held to be invalid or unenforceable for any reason, then the meaning of such term shall be construed so as to render it enforceable to the extent feasible. If no feasible interpretation would save such term hereof, it shall be severed herefrom, but without in any way affecting the remainder of such term or any other term contained herein, unless such severance effects such a material change as to render these Terms unreasonable. Except as provided for herein and except for any mutual nondisclosure agreement between Buyer and Cellebrite, these Terms constitute the entire agreement between Buyer and Cellebrite with respect to the subject matter herein.

Texas

CELLEBRITE'S STANDARD WARRANTY

A. Hardware Warranty. Cellebrite warrants that each Product, including all firmware and excluding Software (for which the warranty is only as provided under Section D), but not related services or prototypes of any such Product, shall be in conformance with the written specification furnished or agreed to by Cellebrite for twelve (12) months after acceptance (the "Warranty Period"). If any failure to conform to such specification ("Defect") is suspected in any Product during the Warranty Period, Buyer, after obtaining return authorization information from Cellebrite, shall ship suspected defective samples of the Product to Cellebrite in accordance with Cellebrite's instructions. No Product will be accepted for repair, replacement, credit or refund without the written authorization of Cellebrite. Cellebrite shall analyze the failures, making use, when appropriate, of technical information provided by Buyer relating to the circumstances surrounding the failures. Cellebrite will verify whether any Defect appears in the Product. If a returned Product does not have a Defect, Buyer shall pay Cellebrite all costs of handling, inspection, repairs and transportation at Cellebrite's then-prevailing rates. If a returned Product has a Defect, Cellebrite shall, at Buyer's option, either repair or replace the defective Product with the same or equivalent Product without charge or, if such repair or replacement has not occurred by the thirtieth (30th) day following Cellebrite's receipt of the returned Product, credit or refund (at Buyer's option) the purchase price within ten (10) days after such thirtieth (30th) day; provided: (i) Buyer notifies Cellebrite in writing of the claimed Defect within thirty (30) days after Buyer knows or reasonably should know of the claimed Defect, (ii) the claimed Defect actually exists and (iii) the Defect appears within the Warranty Period. Cellebrite shall ship any replacement Product FCA Cellebrite's premises (Incoterms 2010), freight prepaid to Buyer's destination. Any replaced Product or replaced parts of any Product shall become Cellebrite's property. In no event shall Cellebrite be responsible for deinstallation or reinstallation of any Product or for the expenses thereof. Repairs and replacements covered by the above warranty are warranted to be free from Defects as set forth above with respect to any Defect that appears (i) within six (6) months from the date of repair or replacement or (ii) prior to the expiration of the original Warranty Period, whichever is later.

B. Touch Screen Exclusion. Notwithstanding Section A, the Warranty Period for the touch screen of any Product with a touch screen is the period from the date of Buyer's initial receipt of the Product until thirty (30) days after such date, and Cellebrite warrants such touch screen only to the extent any damage to it was not caused by Buyer's negligence or willful misconduct.

C. Warranty of Title. Cellebrite warrants that any title conveyed hereunder (excluding Software) shall be good and its transfer rightful, and that the Products delivered under these Terms shall be free from all liens, encumbrances and restrictions. Cellebrite further warrants that it has all rights and powers necessary to perform its obligations under these Terms and that to its knowledge, it has the right to grant the licenses and other rights provided to Buyer by these Terms.

D. Software Warranty. Cellebrite warrants to Buyer that for a period of sixty (60) days after the date of shipment, the Software will perform substantially in conformity with its Documentation. As Buyer's sole and exclusive remedy, Cellebrite will, at its sole expense, in its sole discretion and as its sole obligation, promptly repair or replace any Software that fails to meet this limited warranty.

E. Exclusions. Notwithstanding anything to the contrary in this warranty, the warranties herein do not apply to, and Cellebrite makes no warranties with respect to defects in Products or Software in the following cases: (a) Buyer's misuse, damage, or unauthorized modification of the Products or Software; (b) Buyer's combination of the Products or Software with other products or software, other than as authorized in writing by Cellebrite; (c) placement of the Products or Software in an operating environment contrary to specific written instructions and training materials provided by Cellebrite to Buyer; (d) Buyer's intentional or negligent actions or omissions, including physical damage, fire, loss or theft of a Product; (e) cosmetic damage to the outside of a Product, including ordinary wear and tear, cracks or scratches; (f) for any Product with a touch screen, any defect in such a touch screen after thirty (30) days from the date of receipt of such Product, or any defect caused in a touch screen by Buyer's negligence or willful misconduct; (g) maintenance of the Products or Software in a manner that is contrary to specific written instructions provided by Cellebrite to Buyer; (h) a product or service not provided, authorized or approved by Cellebrite for use with the Products or Software; (i) any repair services not authorized or approved by Cellebrite; (j) any design, documentation, materials, test data or diagnostics supplied by Buyer that have not been authorized or approved by Cellebrite; (k) usage of any test units, experimental products, prototypes or units from risk lots (each of which is provided "AS IS"); (l) any third party original equipment manufacturer's restrictions on individual phones or models of phones that prevent the phones or models of phones from working with the Products or Software; (m) any damage to a third party device alleged to or actually caused by or as a result of use of a Product or Software with a device; (n) any Products that have had their serial numbers or month and year of manufacture or shipment removed, defected or altered; (o) any interactions or other effects relating to or arising out of the installation of copies of the Software beyond the number of copies authorized by an agreement between Cellebrite and Buyer; (p) use of Products or Software incorporated into a system, other than as authorized by Cellebrite; or (q) any Products or Software that has been resold or otherwise transferred to a third party by Buyer (any Product or Software affected by the cases in (a)-(q) is referred to hereinafter as an "Excluded Item").

F. Warranty Limitations. EXCEPT AS STATED IN THIS WARRANTY, CELLEBRITE, ITS SUBSIDIARIES AND AFFILIATES, SUBCONTRACTORS AND SUPPLIERS MAKE NO WARRANTIES, EXPRESS OR IMPLIED, AND SPECIFICALLY DISCLAIM ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NONINFRINGEMENT. BUYER'S SOLE AND EXCLUSIVE REMEDY FOR FAILURE OF AN ITEM TO CONFORM WITH ITS SPECIFICATIONS SHALL BE SELLER'S OBLIGATION (i) TO REPAIR OR (ii) TO REPLACE OR, (iii) IF NEITHER (i) NOR (ii) IS COMMERCIALLY FEASIBLE, TO CREDIT OR REFUND (AT BUYER'S OPTION) SUCH ITEM AS SET FORTH ABOVE. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY FAILS OF ITS ESSENTIAL PURPOSE.

G. Repaired or Replaced Products. Before returning a Product for service, Cellebrite recommends that Buyer back up any data contained in such a Product. IN NO EVENT WILL CELLEBRITE, ITS AFFILIATES OR SUPPLIERS BE LIABLE TO BUYER OR ANY THIRD PARTY FOR ANY DAMAGES OF ANY KIND WHATSOEVER RELATING TO OR ARISING OUT OF DAMAGE TO, OR LOSS OR CORRUPTION OF, ANY RECORDS, PROGRAMS OR OTHER DATA RESULTING FROM CELLEBRITE'S REPAIR OR REPLACEMENT SERVICES UNDER THIS WARRANTY, OR AS A RESULT OF A FAILURE OR MALFUNCTION OF A PRODUCT.

Tanya.Delira

From: Josephine L. Ramirez [josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, September 13, 2012 9:07 AM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'
Subject: RE: Cellebrite (220985)

Marty,

Paragraph 12 requires the County to indemnify Cellebrite. "To the extent provided for under the Constitution and laws of the State of Texas..." should be added to this paragraph. Otherwise, I approve as to the form of the agreement.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, September 12, 2012 5:23 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'
Subject: FW: Cellebrite (220985)
Importance: High

Ms. Josephine:
Please review and comment as to form the a agreement attached. We have also provided you the agenda request with attachments.
Marty

PS CC for 9-18-12

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Wednesday, September 12, 2012 4:57 PM
To: martha.salazar@co.hidalgo.tx.us

Cc: 'Myra Montoya'
Subject: Cellebrite (220985)

May you please forward to legal for their review.

Thanks!!!

SPECIAL MEETING - OCTOBER 16, 2012

MBERED, that on this 16th day of October A.D., 2012, there was begun and IAL MEETING of the Honorable Commissioners' Court of Hidalgo County, ein the following members thereof were present, to-wit:

HONORABLE RAMON GARCIA	**HIDALGO COUNTY JUDGE**
HONORABLE JOEL QUINTANILLA	**COMMISSIONER, PRECINCT NO. 1**
HONORABLE HECTOR "TITO" PALACIOS	**COMMISSIONER, PRECINCT NO. 2**
HONORABLE JOE M. FLORES	**COMMISSIONER, PRECINCT NO. 3**
HONORABLE JOSEPH PALACIOS	**COMMISSIONER, PRECINCT NO. 4**

and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:

AGENDA
CC REGULAR CONSENT
COMMISSIONERS' COURT
September 11, 2012
9:00 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 at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:

NOTICE TO THE PUBLIC
CONSENT AGENDA

The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Court Member, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.

On motion byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote to approve the Commissioners' Court Consent Agenda, with the exception of items 3.L. and 6.D.

Vote: 3 - 0 - Unanimously

On motion byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Board made a UNANIMOUS vote to approve item 3.L.

Vote: 3 - 0 - Unanimously

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Board made a UNANIMOUS vote to approve item 6.D.

Vote: 3 - 0 - Unanimously

1. **Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

2. **2012 Intradepartmental transfers:**

   A. 2012 - Tax Office (1246)

   B. 2012 - Tax Office (1100)

   C. 2012 - Sheriff's Office (1100)

   D. 2012 - Sheriff's Office (1100)

   E. 2012 - Sheriff's Office (1100)

   F. 2012 - Human Services (1100)

   G. 2012 - Health & Human Services Dept. (1293)

   H. 2012 - Health & Human Services Dept. (1293)

   I. 2012 - I.T. Department (1100)

   J. 2012 - I.T. Department (1100)

   K. 2012 - County Clerk (1100)

   L. 2012 - District Clerk (1100)

   M. 2012 - Texas AgriLife Extension Service (1100)

   N. 2012 - Law Library (1247)

   O. 2012 - J.P. 4/1 (1100)

I. Request by Texas A&M AgriLife Extension Service Hidalgo County through Barbara Storz, CEA-Horticulture/County Coordinator for CC removal of the fixed assets in Exhibit A with all pertinent back up information as attached.

J. Acceptance and approval of request for payment of Invoice #1102707-8 in the amount of $89,427.26 as submitted by CAS Companies in connection with the "Hidalgo County Morgue Renovation" Project amid PO#663746 with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

K. Approval of Request for Payment-Application No. 8 R1 in the amount of $162,762.55 from D. Wilson Construction Co. awarded contractor for the, "Construction of the Sheriff's Office Substation in the Pct 1 Area", and as certified for payment by project architect, Gignac & Associates-C-11-032-01-20.

L. Hidalgo County H.I.D.T.A. Department is requesting approval to remove from their inventory system the following County asset.

Asset Tag No.	Description	Serial No.
49320	Sig Sauer - 229R	AM126534

M. **Sheriff's Office:**
Requesting authority to renew 2 IBM I2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Services for 12 months from October 1, 2012 thru September 30, 2013 thru requisition 222835 in the amount of $1,993.20.

There being no further business to come before said

Court, the meetings of the Commissioners' Court and the

Drainage District #1 Board are now hereby adjourned.

Dated this the 16TH day of October, 2012

ARTURO GUAJARDO, JR., County Clerk
Hidalgo County, Texas

By: _____
Priscilla Torres, Deputy

I, ARTURO GUAJARDO, JR., County Clerk attest that this is an accurate accounting of a proceeding of the Commissioners' Court held on October 16, 2012.

Signed this _16__ day of __October__ 2012

AI-34179 **6. M.**

CC CONSENT

Meeting Date: 10/16/2012

Submitted For: Martha L. Salazar Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Sheriff's Office:

Requesting authority to renew 2 IBM I2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Services for 12 months from October 1, 2012 thru September 30, 2013 thru requisition 222835 in the amount of $1,993.20.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 ACCT. #: 2-1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

Amount available for requisition# 222835 as of 10-12-12 $1,993.20 for IBM.

Attachments

Legals Review-Requisition-Quote

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/11/2012 05:12 PM
Budget & Management	Merlen P. Munoz	10/12/2012 08:05 AM
Manuel Chapa	Manuel Chapa	10/12/2012 09:00 AM
Auditor's Office	Angela Garcia	10/12/2012 05:02 PM

Form Started By: Tanya Delira Started On: 09/12/2012 02:37 PM

Final Approval Date: 10/12/2012

From: Tanya.Delira
To: yolanda.velasquez@co.hidalgo.tx.us
Subject: FW: REQ#222835
Date: Thursday, October 11, 2012 1:37:48 PM

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]
Sent: Thursday, October 11, 2012 9:00 AM
To: 'Martha Salazar'
Cc: 'Tanya.Delira'; 'Myra Montoya'; norma.silva@da.co.hidalgo.tx.us
Subject: RE: REQ#222835

Marty,



I have reviewed the IBM annual subscription renewal and approve as to the form of the agreement.

Thanks.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

****
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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, October 10, 2012 3:01 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: 'Tanya.Delira'; 'Myra Montoya'; norma.silva@da.co.hidalgo.tx.us
Subject: FW: REQ#222835
Importance: High

Ms. Josephine:
Please review and comment as to form. I should have forwarded this sometime ago, but for some

reason, it fell through the cracks. We need to address for Sheriff's Office.
Marty

From: Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
Sent: Wednesday, September 12, 2012 2:41 PM
To: martha.salazar@co.hidalgo.tx.us
Cc: 'Myra Montoya'
Subject: FW: REQ#222835

Ms. Marty may you please forward this to legal for their review.

Thanks!!!

From: Myra Montoya [mailto:myra.montoya@hidalgoso.org]
Sent: Wednesday, September 12, 2012 2:33 PM
To: 'Tanya.Delira'
Subject: REQ#222835

TANYA, SORRY I ASK FOR MANY THINGS BUT CAN YOU PLEASE, PLEASE TRY TO PUT THIS IN CC FOR NEXT WEEK. I WILL GO AHEAD AND CALL ANGELA ONCE IT'S THERE SO SHE CAN MOVE IT. PLEASE LET ME KNOW.

THANK YOU!!!!!!!

Requisition

SHERIFF'S LAW ENFORMENT FACILITY

Req # 00222835
PO #
Date: 09/12/12

Bill To: x
x

Vendor : 224243
IBM CORPORATION
P.O. BOX 676673
DALLAS TX 75267-6673

Ship To: SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

Contact: MYRA MONTOYA
956-393-6024

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
2.00	EACH	IBM I2 ANALYST'S NOTEBOOK CONCURRENT USER ANNUAL SW SUBSCRIPTION & SUPPORT RENEWAL FOR 12 MONTHS	996.60	1,993.20
1.00		OCTOBER 1, 2012 - SEPTEMBER 30, 2013		.00
		Account No	Encumbrance	
		2-1100-421-00-280-001-0-336	1,993.20	
			Freight	.00
			Total	1,993.20
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

International Business Machines Corporation

International Business Machines Corporation, PO Box 643600, Pittsburgh, PA 15264-3600

11-Oct-2012

Quotation Number: 15929017
IBM Contact: Kenneth M. Robinson
Phone Number: 1-720-349-0218

SAP Customer Number: 3442436
IBM Customer Number: 4274494

Quote Effective Date: 11-Oct-2012
Quote Expiration Date: 30-Nov-2012

Customer:
Attn: Myra Montoya
Hidalgo County Sheriffs Office
711 El Cibolo Rd
EDINBURG TX 78539
UNITED STATES

Payer: 3442436
Hidalgo County Sheriffs Office
711 El Cibolo Rd
EDINBURG TX 78539
UNITED STATES

Item	Part Number	Quantity		Unit Price	Extended Amount
IBM I2 Analyst's Notebook Concurrent User Annual SW Subscription & Support Renewal 12 Months					
001	E0DPCLL	2		996.60	1,993.20
01-Oct-2012 - 30-Sep-2013					
				Subtotal in USD:	**1,993.20**
				Total in USD:	**1,993.20**

Applicable tax will be recalculated at the time of order processing.

Final coverage dates for new license, Software Subscription and Support reinstatement, and Software Subscription and Support renewal part numbers will be based upon IBM's acceptance of the order, and as specified in the applicable agreements, irrespective of the dates which may appear in this quote.



Quotation Terms and Conditions

1. The prices listed above are based on the Program(s) being licensed under the terms of the IBM International Program License Agreement ("IPLA") and the License Information ("LI") that can be viewed at http://www-306.ibm.com/software/sla/sladb.nsf/ and are included with the shipment of the Program, or for electronic delivery included with the product download instructions. Software Subscription and Support (Software Maintenance) is governed by the IBM International Agreement for the Acquisition of Software Subscription and Support ("IAASSS"), which is available upon request. This quotation is expressly conditional on acceptance of such terms. No additional terms will apply without IBM's prior, express written consent.

2. More detailed information about Support can be found in the IBM Software Support Guide, located at http://techsupport.services.ibm.com/guides/handbook.html.

3. Price quoted does not include any VAT/GST/sales tax. Applicable sales tax/VAT/GST will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.*

4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order or sign this quotation form to confirm your acceptance of these terms.**

5. Prices set forth in this Quote are valid only through the "Quote Expires" date above. Any discounts offered herein are subject to change if item(s) or quantity ordered do not match those listed in this Quote.

6. Net Payment of the Total Fees is due upon receipt of invoice from IBM. ***

7. Shipping is FOB Origin.

8. You acknowledge and agree that this transaction is to be conducted in the language of this quote, and agree that the terms of the agreement (including this form and the IPLA, LI and IAASSS) as written are valid and enforceable. ***

9. IBM shall have the right to verify your compliance with the license terms on your premises during your normal business hours and in a manner that minimizes disruption to your business. IBM may use an independent auditor for this with your prior approval, which you will not unreasonably withhold. If you are a Business Partner you will procure that IBM has the right to verify the End User's compliance with the license terms in accordance with this paragraph.

10. Unless otherwise agreed, IBM may make partial shipment of Programs making up one order.

11. This quotation is conditional on satisfactory credit checks being performed and a sufficient credit limit being in place at the time of placing the purchase order ("PO"). In the absence of this, IBM reserves the right to reject the PO, to require up-front payment or require that a satisfactory payment guarantee be put in place prior to processing the PO.

12. This Quote, and the documents referenced herein, including but not limited to the IPLA, LI and IAASSS in Item 1 above, constitute the entire agreement between the parties (and where relevant the End User) in connection with the subject matter includes, and supersedes, merges and voids all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties with respect thereto.

* For Customers in Brunei, Indonesia, Philippines, Vietnam, Malaysia, Thailand, Hong Kong, Taiwan, or Macau Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax or other local tax. Applicable sales or local tax/VAT/GST will be added upon invoicing. Should you be required under any law or regulation of any government entity or authority, domestic or foreign, to withhold or deduct any portion of the payments due to IBM, then the sum payable to IBM shall be increased by the amount necessary to yield to IBM an amount equal to the sum it would have received had no withholdings or deductions been made. The End User is responsible for any personal property taxes for the Programs, and/or Software Maintenance from the

delivery date.

* For Customers in Europe, Middle East or Africa Item 3 is replaced as follows:

3. Price quoted does not include any VAT/GST/sales tax. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then you agree to pay the amount specified on the invoice or supply exemption documentation. The end user of the Programs ("End User") is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

* For Customers in Australia Item 3 is replaced as follows:

3. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date. If the rate of GST or other indirect taxes changes, IBM may adjust the charge or other payable to take into account that change from the date the change becomes effective.

* For Customers in Japan Item 3 is replaced as follows:

3. Price quoted does not include any consumption tax. Applicable consumption tax will be added upon invoicing. If any authority imposes a duty, tax, levy or fee, excluding those based on IBM's net income, upon the Programs and/or Software Subscription and Support, then the End User agrees to pay the amount specified or supply exemption documentation. The End User is responsible for any personal property taxes for the Programs, and/or Software Subscription and Support from the delivery date.

** For Customers in Europe, Middle East or Africa Item 4 is replaced as follows:

4. Changes to the terms of this Quote or the documents referred to herein shall not be valid unless agreed in writing by the End User and IBM. Additional or different terms in any order or written communication from the End User will be void. Please submit your Purchase Order to confirm your acceptance of these terms.

*** For Business Partner Item 6 is replaced as follows:

6. Net payment due upon receipt or per your Partner Agreement

*** For Business Partner Item 8 add the following:

Added to 8. Prior to providing any Program(s) to the End user, you will ensure that the terms of each end-user license agreement satisfies the requirements of your Partner Agreement.

For customers in the following countries, please sign below for your acceptance of this quote and return with your order.

Afghanistan, Albania, Algeria, Andorra, Angola, Bahrain, Belgium, Benin, Botswana, Bulgaria, Burkina Faso, Burundi, Cameroon, Caper Verde, Central African republic, Chad, The Democratic Republic of Congo, Cote D'Ivoire, Czech Republic, Djibouti, Egypt, Equatorial Guinea, Eritrea, Ethiopia, France, French Guiana, French Polynesia, Gabon, Gambia, Ghana, Guinea, Guinea-Bissau, Iran, Iraq, Italy, Japan, Jordan, Kenya, Kuwait, Lesotho, Liberia, Libya, Macedonia, Malawi, Mali, Malta, Mauritania, Morocco, Mozambique, Namibia, Netherlands, Niger, Nigeria, Oman, Pakistan, Palestinian Territory, Poland, Qatar, Rwanda, San Marino, Sudan, Swaziland, Syria, United Republic of Tanzania, Togo, Tunisia, Turkey, Uganda, United Arab Emirates, Western Sahara, Yemen, Zambia, and Zimbabwe.

For customers in the following countries, please sign below for your acceptance of this quote and return with your order. An IBM delegate will need to countersign.



Argentina, Belize, Bolivia, Bosnia and Herzegovina, Brazil, Chile, China, Colombia, Costa Rica, Croatia, Cuba, Dominican Republic, Ecuador, El Salvador, Guam Guatemala, Haiti, Honduras, Hungary, Luxembourg, Marshall Islands, Mexico, Federated States of Micronesia, Nicaragua, Northern Mariana Islands, Palau, Panama, Paraguay, Peru, Puerto Rico, Romania, Serbia and Montenegro, Turkmenistan, Uruguay, and Venezuela.

Agreed to:
'Customer'

By_____
Authorized Signature

Name (type or print):

Date:

Agreed to:
Local International Business Machines Delegate

By_____
Authorized Signature

Name (type or print):

Date:

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

ORDER

To: Hidalgo County Commissioners Court

From: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Re: Emergency approval of Purchase Orders for
Hidalgo County Sheriff's Office

Date: November 2, 2012

Pursuant to the Texas Local Government Code 262.024(a)(2), presentation of a Certification submitted by Hidalgo County Sheriff's Office for the emergency request in connection to Agenda Item 35080 as placed on Commissioners Court on Tuesday, November 6, 2012 it is hereby ordered said certification is approved and shall be made part of these Commissioners Court's minutes.

Now therefore on this 6th day of November, 2012 this Order is approved by Hidalgo County Commissioners Court.

COUNTY OF HIDALGO

By:_____
Ramon Garcia, Hidalgo County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Approved as to from:
Assistant Criminal District Attorney
County Affairs

_____
Josephine Ramirez-Solis

HIDALGO COUNTY PURCHASING POLICIES AND PROCEDURES

I. INTRODUCTION

1.01 The Purchasing Department of Hidalgo County, Texas (the "Purchasing Department" or "Purchasing") was created by the Hidalgo County Commissioners Court (the "Commissioners Court") on May, 03, 1988, pursuant to the provisions of Texas Local Government Code § 262.0115. As a result, the Commissioners Court has appointed a Purchasing Agent to coordinate the purchases made by Hidalgo County, Texas (the "County"). The Purchasing Agent serves at the pleasure of the Commissioners Court, and is authorized by statute to make all purchases not subject to competitive bidding requirements, supervise the competitive bidding process, and receive and deliver materials purchased in accordance with contracts awarded by bids. In addition, the Purchasing Agent is required by statute (Tex.Loc.Govt.Code § 262.023) to adopt, to the extent practicable procedures calling for competitive bidding of all purchases of items not required to be competitively bid under the County Purchasing Act, Tex. Loc. Govt. Code, Ch. 262 Subch. C and other applicable statutes. Pursuant to the requirements established by the Commissioners Court and the Local Government Code, these Hidalgo County Purchasing Policies and Procedures are adopted by the Commissioners Court on this the 8th day of August, 2005, to be effective for all purchases by the County, or any department or agency thereof, requested on or after August 08, 1995.

II. OBJECTIVE OF THE CENTRALIZED PURCHASING PROGRAM

2.01 A centralized purchasing program has been established in the County to achieve The objectives listed as follows:

2.01.01 To obtain goods and services at the best price possible.

2.01.02 To obtain goods and services best suited to the particular needs of the County.

2.01.03 To ensure the timely delivery and adequate availability of goods and services.

2.01.04 To ensure that purchases conform to state law, County policies, the County budget any payment ability.

2.01.05 To ensure that all responsible prospective providers of goods and services to the County are afforded an equal opportunity to compete for County contracts.

2.01.06 To ensure that public spending is not used to enrich elected officials, department heads or government employees, or to confer favors on favored constituents, or to give the appearance of impropriety.

III. PURCHASING CODE OF ETHICS

3.01 **Statement of Purchasing Policy**. Public employment is a public trust. It is the policy of the County to promote and balance the objective of protecting government integrity and the objective of facilitating the recruitment and retention of personnel needed by the County. Such policy is implemented by prescribing essential standards of ethical conduct without creating unnecessary obstacles to entering public service.

Public employees must discharge their duties impartially so as to assure fair competitive access to governmental procurement by responsible contractors. Moreover, they should conduct themselves in such a manner as to foster public confidence in the integrity of the Purchasing Department.

To achieve the purpose of this Article, and these Policies, it is essential that those doing business with the County also observe the ethical standards prescribed here.

3.02 **General Ethical Standards**

3.02.01 It shall be a breach of ethics to attempt to realize personal gain through public Employment with the County by any conduct inconsistent with the proper discharge of the elected official's department head's or employee's duties.

3.02.02 It shall be a breach of ethics to attempt to influence any elected official, department head of public employee of the County to breach the standards or ethical conduct set forth in this code.

3.02.03 It shall be a breach of ethics for any elected official, department head or employee of the County to participate directly or indirectly in a procurement when the elected official, department head or employee knows that:

a. The elected official, department head or employee or any member of the elected official's, department head's or employee's immediate family has a financial interest pertaining to the procurement.

b. a business or organization in which the elected official, department head or employee, or any member of the elected official's, department head's, or employee's immediate family, has a financial interest pertaining to the procurement;

c. any other person, business or organization with whom the elected official, department head, or employee or any member of the elected official's, department head's or employee's immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

3.02.04 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, 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.

3.02.05 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.

3.02.06 The prohibition against gratuities and kickbacks prescribed in subparagraph 4 and

5 above shall be conspicuously set forth in every contract and solicitation therefore.

3.02.07 It shall be a breach of ethics for any current or former elected official, department head or employee of the County knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipating gain of any person, entity or organization.

3.03 **Construction with other provisions.** The provision of this Purchasing Code of Ethics shall be in addition to the ethical provisions contained in any County personnel manual or Civil Service rules or policies. In the event of a conflict between the provisions of this Purchasing Code of Ethics and the provisions of such manuals, rules or policies, the more restrictive shall control. A violation of this Purchasing Code of Ethics by an employee of the County covered under the County's civil service system shall be punishable under the provisions of the governing rules and policies of such system.

IV. DUTIES OF THE PURCHASING AGENT

4.01 **Generally.** The duties of the Purchasing Agent shall include purchasing or approving the purchase of all supplies, materials and equipment required or used and contracting for all repairs to property used by the County or any of its agencies, officers or employees, except purchases and contracts required by law to be made on competitive bid pursuant to Chapter 262, Texas Local Government Code. Except where expressly permitted herein, no person, other than the Purchasing Agent, may purchase supplies, materials or equipment or make contracts for repairs.

4.02 **Supervise All Purchases.** The Purchasing Agent shall supervise all purchases made by competitive bid and shall ensure that all purchased supplies, materials and equipment are delivered to the proper County officer or department in accordance with the purchase order to contract.

4.03 **Interlocal Cooperation**. The Purchasing Agent may cooperate with the purchasing agent or department of state of Texas and/or any local government unit to purchase any item in volume as may be necessary. Warrants or checks drawn by the County Auditor shall be honored by the County Treasurer to reimburse such purchasing agent or department making the purchase for the County.

4.04 **Inter-Department Transfers.** To prevent unnecessary purchases, the Purchasing Agent shall transfer County supplies, materials and equipment form any agency of the County, a County department, officer or employee of the County that are not needed or used to another County agency, County Department, officer or employee of the County requiring the supplies or materials or use of the equipment. The Purchasing Agent shall furnish to the County Auditor a list of transferred supplies, materials and equipment.

4.05 **Disposal of Salvage Property.** The Purchasing Agent, acting for the Commissioners Court and by delegation of the Commissioners Court, shall dispose of surplus or salvage property following the procedures required by state statute and as set out in the instructions accompanying form SLVG-PD-001. Form SLVG-PD-001 must be completed and necessary approval received for all surplus/salvage property dispositions.

4.06 **Prepare Specifications.** The Purchasing Agent, along with the person requesting the purchases of any item or items requiring competitive bids, pursuant to Chapter 262, Texas Local Government Code, shall prepare bid specifications which shall be approved by the Commissioners Court and advertised, received and awarded, in accordance with Chapter 262, Texas Local Government Code.

V. DELEGATION OF DUTIES

5.01 **Purchases Not Exceeding $1,000.00**. The Purchasing Agent may delegate to any elected official or department head the authority to purchase materials and supplies valued up to One Thousand Dollars ($1,000.00).

5.02 **Repairs-Vehicles & Equipment**. The Purchasing Agent may delegate to any elected official or department head the authority to purchase repair parts and services for motor vehicles, office or shop equipment, and similar items valued up to Two Thousand Dollars ($2,000.00)

5.03 **Repairs-Heavy Machinery.** Purchases of repair parts and services for road building and other heavy machinery valued up to Five Thousand Dollars ($5,000.00) is delegated to each County Commissioner and to the Manager of Hidalgo County Drainage District #1.

5.04 **Limitation of Delegation.** Notwithstanding any provision herein to the contrary, no delegation of authority to purchase any item bought from the permanent improvement fund or any equipment which shall be recorded in the physical inventory record is hereby made.

5.05 **Authorized Employees.** Elected officials and department heads may also delegate the authority to purchase materials and supplies valued up to One Thousand Dollars ($1,000.00) by furnishing the Purchasing Agent a memorandum listing the employee(s) so authorized.

VI. REQUISITION PROCESS

6.01 **Overview.** Requisitioning is the process of formally requesting that a purchase be made. Counties are required by statute (Tex.Loc.Govt.Code § 113.901) to use a requisitioning system. The purpose of the Requisition is to inform the Purchasing Department of what to buy, when it is required and where to deliver it.

6.02 **Procedures and Forms**

6.02.01 All purchases of goods and services, other than purchases under the authority delegated in Article V, shall be commenced by the requesting department completing a Hidalgo County Requisition Form (***Form HCPD-01***) and submitting it to the Purchasing Department.

6.02.02 Form HCPD-01 should be completed well in advance of the date that the goods or services are required by the requesting department in order to allow the Purchasing Department and the vendor to assure the goods are delivered or services performed by the date required by the requesting department.

6.02.03 Form HCPD-01 *must* be completed in its entirety. Incomplete Requisition Forms will be returned to the requesting department and will delay the order and delivery of the requested goods and services.

6.03 **Requisition Priority Designations**. Each form HCPD-01 must contain a priority designation and state a definite date by which the items are needed (i.e….not "Rush" or "ASAP"). The priority categories set forth below will be strictly adhered to, and the Purchasing Agent is authorized to investigate priority designation to determine abuse or potential abuse of expedited purchasing procedures. Requisitions are divided according to the type of action required on the purchase.

6.03.01 **Routine**- (for all normal purchasing transactions requiring a Requisition Form). The Purchasing Department will process these requisitions using routine procedures set out in Procedures Number 6.04.01. Routine Purchases are designated **Priority Four.**

6.03.02 **Expedited-** (for items that are needed sooner than the normal purchasing process would be able to get them). The only legitimate loss of the County's money. Expedited purchases are not emergency purchases. They are for items needed quickly to prevent costly delays, and therefore warrant the additional cost and effort caused by the interruption of the normal purchasing routine. However, They are not to be used unless absolutely required. The two types of Expedited Purchases are:

a. **Walk Through**- (for items needed within ten working days to avoid work interruption, loss of service or significant added cost of operations). The Purchasing Department processes these requisitions using routine procedures set out in Procedure Number 6.04.02. The requisition and other documents are hand carried through the purchasing process by the requesting department. These purchases are designated **Priority Three**.

b. **Work Stoppage**- (for items needed immediately to prevent work stoppage due to unanticipated requirements). The Purchasing Department processes these requisitions using routine procedures set out in the Procedure Number 6.04.03, but the process may be started by telephone request to the Purchasing Department, followed by delivery of a completed Requisition Form HCPD-01. These purchases are designated **Priority Two**.

6.03.03 **Emergency-** (for all requirements because of an emergency condition as defined In Procedure Number 9.01.01). The Purchasing Department processes these requisitions using routine procedures set out in Procedure 6.04.04 These purchases are designated **Priority One**.

6.04 Processing of Requisitions

6.04.01 Priority Four Requisition. When a requisition is received in the Purchasing Department, it must be verified for accuracy, authorization and budget authority. Purchasing will do the following: a) check the requisition for completeness; b) Check computations for accuracy; c) verify contract provision (if purchases under existing contract); d) verify authorizations against authorization lists; e) verify budget authority (budget line-item authority and unencumbered budget balance); f) prepare purchase order (see Procedure Number 6.04.06).

6.04.02 **Priority Three Requisition**. (a) The Form HCPD-01 is completed as with a priority Four requisition, coding it Priority Three. B) The preparer should then notify the Purchasing Department by telephone, specifying that a Priority Three

requisition is being walked through. Purchasing should be provided with all details of the purchase. c) Walk the requisition to all required stations. d) Hand carry the requisition to Purchasing. Purchasing makes the purchases in accordance with either Article VII or Article VIII.

6.04.03 **Priority Two Requisition**. a) The Form HCPD-01 is completed as with a Priority Four requisition, coding it Priority Two. b) The preparer should then notify the Purchasing Department by telephone, specifying that a Priority Three requisition is being walked through. Purchasing should be provided with all details of the purchase. d) Purchasing begins the purchase process immediately upon receiving the telephone call step (b), and makes the purchase in accordance with Article VII or Article VIII.

6.04.04 **Priority One Requisition.** a) The form HCPD-01 is completed as with a Priority Four requisition, coding it Priority One. b) The preparer should then notify Purchasing by telephone, specifying that a Priority One requisition is being walked through. Purchasing all should be provided with all details of the purchase. c) Walk the requisition to all required stations. d) Hand carry the requisition to all required stations. Purchasing begins the purchase immediately Upon receiving the telephone call in accordance with Procedure 9.01.02.

6.04.05 *NOTE: For all purchases required under Priority Two and Priority Three which Also require competitive bidding, an emergency must be declared in order to bypass the competitive bidding process. All Priority One purchases must meet the qualifications for emergency purchases in the pertinent statutes, as outline in Procedure 9.01.01.*

6.04.06 **Purchase Order.** When the completed requisition is received in the purchasing Office, a purchase order("PO", form HCPD-02) will be prepared. The requisition And the PO are approved by the County Judge. The prepared PO is delivered to the vendor which is awarded the contract, in accordance with Article VII and VIII.

VII. COMPETITIVE BIDDING

7.01. **Bidding Required.** Before any person, department, official or agent of the County may purchase one or more items under contract that requires an expenditure exceeding Fifteen Thousand dollars ($15,000.00), the competitive bidding requirements prescribed by Chapter 262, Texas Local Government Code, must be utilized with the assistance of the Purchasing Agent. In applying the competitive proposals, all separate, sequential or component purchases (purchases made separately, purchases made over a period of time or purchases of component parts of an item or items that in the normal purchasing practice would be purchased in purchase) are treated as if they are part of a single purchase and of a single contract. This requirement includes leases, installments payments and lease purchases in the event the total amount of payment will exceed Fifteen Thousand Dollars ($15,00.00) over the life of the contract.

7.02. **Exception.** The only exception to the competitive bidding process outlined in this Article VII are set forth in section 262.024, Texas Local Government Code, and Article IX herein. These exceptions shall be determined solely as provided in Article IX.

7.03. **Specifications/Procedures**

7.03.01 When the purchase of one or more items requiring competitive bidding pursuant

to Chapter 262, Texas Local Government Code, and this Article 7, is required, the person desiring to purchase the item shall first submit written specifications to the Purchasing Agent. The Purchasing Agent shall, upon request, assist in developing the specifications.

7.03.02 No specifications shall be written, which by design exclude legitimate competition between vendors. No brand names shall be utilized unless a disclaimer is used which opens the specification to competing brands of equal or superior quality.

7.03.03 The requisition, along with the proposed specifications and a bidding timeline, Are submitted to the Commissioners Court which shall approve the form and Content of the specifications and determine when the bids will be opened and when results will be submitted to the Commissioners Court.

7.03.04 After approval of the specifications and bidding timeline, the Purchasing Department will proceed with advertising for bids in accordance with the Timeline and applicable provisions of the Local Government Code.

7.03.05 The Purchasing Agent may mail an Invitation to Bid form to potential vendors When, in the judgment of the Purchasing Agent, such Invitation to Bid would enhance the bidding process.

7.03.06 Alternative competitive proposals may be obtained on purchases of insurance And high-technology items (as defined by statue), and for items for which it is Impractical to prepare detailed specifications. The procedure for this is prescribed in Sections 262.0295 and 262.030 of the Texas Local Government Code and may be utilized by the Purchasing Agent when approved by the Commissioners Court.

7.04 **Selection of successful bidder**

7.04.01 In competitive bidding, informal bids or proposals, the evaluation of the bids and proposals and the selection of vendors shall be done with the view to obtain the money spent. The vendor selected shall be responsible bidder who submits the lowest and best bid.

7.04.02 The Purchasing Agent shall present the bids to the Commissioners court at a meeting at the Commissioners Court.

7.04.03 In the event two (2) responsible bidders submit the lowest and best bid, the Commissioners Court shall decide between the two (2) by drawing lots in a manner prescribed by the County Judge or reject all bids and publish a new notice.

7.04.04 No contract shall be awarded to a bidder who is not the lowest dollar bidder meeting the specifications unless, before the award, each lower bidder is given notice of the proposed award and is given an opportunity to appeal before the Commissioners Court and present evident concerning the lower bidder's responsibility.

7.04.05 In the event the Alternate Competitive Proposal Procedure or Alternative Multistep Competitive Proposal Procedure are utilized, as provided in Procedure 7.02.06, the lowest responsible bidder selection in accordance therewith may be determined through negotiation with parties submitting proposals.

7.04.06 In the event that information on costs of the repair, maintenance or repurchase of earth moving, material-handling, road maintenance or construction equipment is requested in a bid notice or specifications, such information can be considered

by the Commissioners Court in selecting the most responsible bidder.

7.04.07 In considering the purchase of road construction materials, the location for pickup and delivery, and the cost to the County for hauling or delivering materials may be considered in selecting the most responsible bidder.

7.04.08 Multiple contracts may be awarded for the purchase or road construction materials if more than one bidder submits the lowest and best bid or a particular type or location of material.

7.04.09 Prior to the selection of a successful bidder, The Purchasing Department shall confirm the submission of the required Debarment Form, and thereafter, consult and search the following website: www.epls.gov to verify debarment of the bidder(s) and retaining the printed information from the website with the project file/purchase order. Unless otherwise "waived as technicality" by CC pursuant to the legal notice contained in procurement packet.

7.05. **Changes in Plan and Specifications When** there are changes in plan specifications or proposals after a contract is made or if it becomes necessary to increase or decrease the quantity of items purchased, the Commissioners Court may make those changes; provided, however, the total contract price may not be increased unless the cost of the change can be paid from available funds. If a change order involves and increase or decrease in cost of Fifteen Thousand Dollars ($15,000.00) or less, the Commissioners Court may grant general authority to an employee to approve the change order; provided, however, that the original contract price may not be increased by more than twenty-five percent (25%) unless the change order is necessary to comply with a federal or state statue, rule, regulation, or judicial decision enacted, adopted or rendered after the contract was made. The original contract price may not be decreased by eighteen percent (18%) or more without the consent of the contractor.

VIII. NON-BID PURCHASES

8.01 Purchases Under Delegated Authority. For purchases, the authority for which is delegated under Article V hereof;

8.01.01 An authorized person submits a form HCPD-01 to Purchasing, together with the Invoice for the goods or services acquired. Note: the completed requisition must be completed and dated prior to the purchase being made, but need only be submitted to Purchasing once the purchase is completed.

8.01.02 Purchasing checks the requisition in accordance with Procedure 6.04.01, and Forwards it to the County Judge, along with a PO for approval. After the approval of the County Judge, the Requisition and PO are forwarded to the County Auditor for payment. It is the Department's responsibility to confirm, in advance, that there is budget authorization and a sufficient unencumbered budget balance to cover the purchase, and to request a budget amendment or line item transfer if necessary.

8.01.03 When an emergency occurs outside of regular office hours, a County official or Department head may release a verbal order to the vendor and then complete and submit a requisition to Purchasing with a written explanation of the emergency.

8.01.04 When a purchase is made under this procedure without proper budget authority, the cost of the purchase shall be the personal responsibility of the highest-level person ordering/approving such purchase within the requesting department.

8.01.05 The Purchasing Department shall periodically review purchases made under this procedure for repetitive; component or sequential purchases are being made in violation of the competitive bidding laws and these Policies.

8.02. **Non-Delegated Purchases Not Exceeding $5,000.00**

8.02.01 An authorized person shall complete a Form HCPD-01 which shall include the listing of at least three (3) potential supplies, together with verbal or telephone quotations from such supplies. Vendors who are located throughout the County and state should be contacted.

8.02.02 The Requisition is processed in the normal manner and submitted to Purchasing.

8.02.03 Purchasing verifies the Requisition, approves same, and after approval of the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.

8.02.04 If the requisition is disapproved for any reason, the Requisition is returned to the user with a written reason for the disapproval.

8.0205 The Purchasing Agent shall establish policies requiring the random verification or telephone or written quotations before authorizing a purchase.

8.03. **Purchases Between $5,000.01 and $50,000.00. (Revision to the $25,000.00 Statutory Bidding Limited was enacted to $50,000.00 pursuant to the state of Texas' 81st . Legislature-Regular Session, HB 987 (SB 624 identical), Texas Local Government Codes 262 (various clauses), 271 (various clauses) effective June 22, 2009.)**

8.03.01 An authorized person shall complete a Form HCPD-01 which shall include the listing of at least three (3) potential supplies, together with written, firm quotations from such suppliers. Vendors who are located throughout the County and state should be contacted. A record of all quotations shall be maintained. The list of vendors contacted should be rotated so that over time, all vendors are contacted approximately equally.

8.03.02 The Requisition is processed in the normal manner and submitted to Purchasing.

8.03.03 Purchasing verifies the Requisition, approves same, and, after obtaining approval or the County Judge, issues a PO to the most responsible vendor, as determined by the Purchasing Agent. If the approved quotation is not the lowest quotation, the reason must be stated in writing on the Requisition.

8.03.04 If the Requisition is disapproved for any reason, the Requisition is returned to the User with a written reason for the disapproval.

8.03.05 The Purchasing Agent shall establish policies requiring the random verification of Written quotation, and may, whenever the Purchasing Agent deems appropriate, solicit additional written quotations before authorizing a purchase.

8.04 **Information Contained in Quotes.** For all oral or written quotations obtained; the following information must be exchanged between the vendor and the County;

8.04.01 Information related to the prospective vendor should include a description of the Item (or items), the quantity required (in standardized units, if applicable), the required delivery date, the last date quotations will be accepted, and the terms and conditions of purchase. The vendor shall be informed that the price quotations are *required* to be honored during the stated period.

8.04.02 Information obtained for the prospective vendor must include the name, address

And telephone/telecopier numbers of the vendor, the total or unit price, as specified, the date through which the quoted price will be effective, the name of

The representative providing the quote, and the specific (i.e….name brand and Model number) product offered. For written quotations, this information must be Included on the face of the written proposal.

8.05 **Selection of Vendor.** In selecting the most responsible vendor, the Purchasing Agent will consider such matters as price (all other factor being equal, the lowest price should always be taken), relative quality of goods and services (if more than one vendor can deliver at an acceptable price, the relative quality should be considered), reliability of vendor (based on actual, documented experience of purchasing agent, not on intuition or rumor), ability to service items purchased, over relevant factors as determined by the Purchasing Agent.

IX. EMERGENCY AND SOLE SOURCE PURCHASES, OTHER EXEMPT PURCHASES

9.01 Emergency Defined, Procedures.

9.01.01 Emergency (Priority One) purchases are governed by Tex. Loc. Govt. Code § 262.024(a) (1),(2), & (3) and are not utilized at all, except:

a. In the case of public calamity if it is necessary to make the purchase promptly to relieve the necessity of the citizens or to preserve the property of the County;
b. To purchase an item necessary to preserve or protect the public health or safety of the residents of the County; or
c. To purchase an item necessary because of unforeseen damage to public property.

9.01.02 The following procedures *must* be followed for Priority One purchases;

a. Qualification. The purchase must qualify as an emergency purchase under the definition in Procedures 9.01.01, or Tex. Loc. Govt. Code § 262.024.
b. Designation. The designation of Priority One indicates a situation of such urgency that the normal purchasing procedure must be modified in the interest of speed, and therefore no competitive bids or quotations are required.
c. Normal Working Hours. All emergency purchases occurring during normal working hours are processed through the Purchasing Department as follows:
    i. The using department will notify the purchasing office by telephone immediately, with as much information as possible about the emergency purchase required, so that the purchasing action can be initiated immediately.
    ii. Simultaneously, a purchasing requisition is prepared and hand carried through the normal channels.
    iii. The Purchasing Department or using department head contacts as many vendors as are necessary to arrange the emergency purchase. If time permits, the PO is completed in the purchases in accordance with Procedure 6.04.06

Otherwise, the purchase is completed by telephone, and the PO is completed after the fact and delivered to the vendor.

iv. The buyer requests expedited delivery, and if not available, the using department or Purchasing arranges to pick up the emergency purchase from the vendor.

d. Evening, Weekends and Holidays. For other than normal working hours, when purchasing support is unavailable, emergency purchases shall be processed as follows:

i. The responsible official of the using department takes whatever steps are necessary to procure needed supplies, services or equipment situation. If possible, only those goods or services needed during the evening, weekend or holiday are procured.

ii. On the first working day following the emergency, the responsible official prepares a requisition and hand-carries it to the purchasing office, as described Procedure 9.01.02(d)(ii), above, attaching the invoices, bills for materials, receipts or other documents related to the purchase.

e. Certification The official in charge of the using department must certify in writing on the next business day, or as soon thereafter as possible, that the purchase involved was necessary because of one of the reason listed in Procedure 9.01.01.

f. Commissioners Court Approval If a competitive bid would normally have been required under Article VII hereof to accomplish the purchase, the Commissioners Court must, by order, accept the certification of the official and enter it into the minutes of the Commissioners Court at its next meeting, together with authorization of the exception from the requirements of Article VII.

9.02 **Sole Source Defined, Procedures.**

9.02.01 A purchase qualifies as "Sole Source" purchase when the item or service Requested can only be obtained from one source, including;

a. Item from which competition is precluded because of the existence of patents, copyrights, secret processes, or monopolies;
b. Films, manuscripts or books;
c. Electric power, gas or other utility services
d. Captive replacement parts or components for equipment.

9.02.02 Sole Source purchases are handled the same as other purchases, with these Exceptions:

a. If the requesting department determines that the item is a Sole Source item, a statement must be attached to the Form HCPD-01 stating that a sufficient number of vendors have been contacted to determine that only one practical source of supply exists. The Requisition is otherwise completed in the normal manner.
b. If the Purchasing Department concurs that the item is a Sole Source purchase, a similar statement must also be attached to the requisition. If the Purchasing Department does not concur, the requisition is to be returned to the requesting department with an explanation of the reasons therefor.

c. For Sole Source purchases in amounts which otherwise require competitive bidding under Article VII thereof, the Purchasing Agent shall tender to the Commissioners' Court a signed statement stating the reasons that the item is a Sole Source purchase. If the Commissioners' Court concurs that the item is Sole Source purchase, it shall, be order, enter the statement into its minutes, and grant an exception from the requirements of Article VII.
d. Purchases of items described in Procedures 9.02.01(d) are herby deemed Sole Source, and are exempted from the requirements of these procedures.
e. After the requisition is approved, a PO is prepared in accordance with Procedure 6.04.06.

9.03 **Other Exempt Purchases**. In addition to emergency and Sole Source purchases, the following purchases may be exempted from the procedures outline in Article VII, and the procedures outlined in Article VIII, provided that, for purchases falling under Article VII, and order of the Commissioners Court is entered authorizing the exception, and for purchases falling under Article VIII, the Purchasing Agent approves the exception in writing;

9.03.01 A personal or professional service (not prohibitions on competitive bidding for professional services contained in the Professional Services Procurement Act, Tex. Loc. Govt. Code Ch. 2254, Subch A);

9.03.02 Any work performed and paid for by the day, as the work progresses;

9.03.03 Any land or right-of-way (including a lease of land or a building, in Accordance with Attorney General Opinion No. MW-535 (1982);

9.03.04 Any item of food, provided however, that in lieu of competitive bidding for purchases over $5,000.00, the procedures outlined in Procedure 8.03 are followed at intervals established by the Commissioners Court;

9.03.05 Personal Property sold at auction by state licensed auctioneer, at a going out of business sale conducted in accordance with Texas Business & Commerce Code Chapter 17, Subchapter F, or by a political subdivision of this state, or an entity of the federal government;

9.03.06 Any work performed under a contract for community and economic development made by a county under Tex. Loc. Govt. Code §381.004; or

9.03.07 The renewal or extension of a lease or of an equipment maintenance agreement if (1) the lease or agreement has gone through the competitive bidding or quote procedures within the preceding twelve (12) months, (b) the renewal or extension is the first renewal or extension of the lease of agreement.

X. COOPERATIVE PURCHASING

10.01 **State Cooperation**. The requirements of Article VII and Article VIII may be satisfied by compliance with the procedures and requirements of Tex. Loc .Govt. Code § 271.081-271.083.

10.02 Local Cooperation. The County shall, whenever advantageous to do so, enter into cooperative purchasing arrangements with other local governments pursuant to the Interlocal Cooperation Act, Tex. Govt. Code Ch. 791. In the event such an arrangement is made, purchases thereunder shall be made in accordance with the more strict requirements of relevant statutes and purchasing policies. For example, the County is not required to address the issue of Historically Underutilized Businesses ("HUB"), but municipalities must do so in purchases over $3,000.00; therefore, in a cooperation agreement with a municipality, purchases over such amount must follow state statutes governing the use of HUBs.

XI. BONDS

11.01 **May Be Required.** The County may, and if mandated by statue, shall, require a bid bond, a performance bond and/or a payment bond, to the extent permitted by applicable state statutes, for any contracts, for any contract by including such requirement in the bid specifications or request for proposals. Any such bond so required shall be executed with a surety company authorized to do business in the State of Texas.

11.02 **Bid Bond.** If a contract is for the construction of public works or is a contract exceeding One Hundred Thousand Dollars ($100,000.00) the bid specifications or request for proposals may require the bidder a good and sufficient bid bond in the amount of five percent (5%) of the total price.

11.03 **Payment and Performance Bond-Permissive.** In the event the contract exceeds Fifty Thousand Dollars ($50,000.00) and is not covered by Procedures 11.06, the County may require the successful bidder to furnish a payment bond and a performance bond to the County in the full amount of the contract within thirty (30) days after the date of signing of the contract or issuance of a Purchase Order following the acceptance of a bid or proposal, but in any event prior to the commencement of actual work.

11.04 **Contracts Less than $50,000.00** In the event the contract is for Fifty Thousand Dollars ($50,00.00) or less, the County may provide in the bid notice or request for proposals that 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.

11.05 **Regulation Bidder-No Performance or Bid Bond.** A bidder or proposal offerer whose rates are subject to regulations by a state agency may not be required to furnish a performance bond or a bid bond.

11.06. **Performance and Payment Bond- Mandatory.** If a contract is for the construction, alteration or repair of public buildings or public works, the bid specifications shall require a performance bond for a contact in excess of One Hundred Thousand Dollars ($100,000.00) and shall require a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

AI-16235 **22. A. 4.**

CC REGULAR

Meeting Date: 06/30/2009

Submitted For: Marty Salazar **Submitted By:** Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Discussion, consideration and approval to modify Hidalgo County's Purchasing Policies & Procedures, pursuant to the State of Texas' 81st. Legislature-Regular Session, HB 987 (SB 624 identical) effective 6-22-09, Texas Local Government Codes 262 (various clauses), 271 (various clauses) sealed competitive bid (procurement) limit is changed (raised) from $25,000.00 to $50,000.00 and changing the work from bidding to procurement.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

All county departments procuring goods, equipment and services would be impacted and budgets would need to be identified.

Attachments

House Bill

House Bill

Policies and Procedures

Form Review

Inbox	Reviewed By	Date
Purchasing Department (Originator)	Marty Salazar	06/26/2009 09:25 AM
Budget & Management	Erika Zamora	06/26/2009 09:56 AM
Damaris San Miguel	Damaris San Miguel	06/26/2009 02:43 PM
Auditor's Office		06/26/2009 05:42 PM

Form Started By: Marty Salazar Started On: 06/25/2009 08:10 PM

Final Approval Date: 06/26/2009

AI-34858 **Purchasing Department 19. C. 1.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Sandy Suarez,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of the responsible vendor submitting the lowest and best bid (as detailed in tabulation sheet contained herein containing 3 bidders) and meeting all specifications and/or requirements for the purpose of award with approval of contract to Roy's Hauling for Request for Bids titled: Hidalgo County Precinct 4-"Pit Run Caliche Base" through project No.: 2012-103A-10-17-SGS.

BACKGROUND

1. Contract will commence on November 18, 2012.
2. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

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

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

BUDGETARY IMPACT:

Object Code	available balance as of 10-31-12
673	$11,693.36
731	$29,585.47

Attachments

Legal approval & contract

Recommendation, Tab etc

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	10/31/2012 10:44 AM
Budget & Management	Merlen P. Munoz	10/31/2012 10:55 AM
Manuel Chapa	Manuel Chapa	10/31/2012 02:47 PM
Auditor's Office	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Sandy Suarez Started On: 10/22/2012 08:51 AM

Final Approval Date: 11/02/2012

Leticia Saenz

From: Steve Crain [scrain@atlashall.com]
Sent: Monday, October 29, 2012 7:36 AM
To: 'Leticia Saenz'
Subject: RE: Review & Approve Contract#C-12-103A-11-06-Roys Hauling Service(Pit Run Caliche)-Pct 4

The contract is fine.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, October 26, 2012 4:41 PM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Martha Salazar'; 'Darlene Betancourt'; 'Sandy Suarez'
Subject: Review & Approve Contract#C-12-103A-11-06-Roys Hauling Service(Pit Run Caliche)-Pct 4

Mr. Crain-

Please review and approve as to form the attached, contract ***#C-12-103A-11-06-Roy's Hauling Service for: (Pit Run Caliche) on an as needed basis*** for ***Pct 4***. ***(Note: to be placed on the next CC agenda for final approval).***

Please advise.

Thank you.

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

(956) 318-2626 Work
(956) 292-7000 x-4861 Work
leticia.saenz@co.hidalgo.tx.us
2812 South Business Hwy. 281
Edinburg, Texas 78539

REQUIREMENTS AGREEMENT
C-12-103A-11-06

THIS AGREEMENT (the "Agreement") is entered into effective as of the **6th** day of **November, 2012** by and between **Roy's Hauling Service** ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County** for the **"Pit Run Caliche Base" (on an as needed basis),** (the "Product") for **Hidalgo County Precinct No. 4**, 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 reference, that Buyer may require for use by Buyer in Hidalgo County projects for a period of a **one (1) year term** with the County's option to extend/renew for an additional one (1) year period under the same rates, terms and conditions. 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 **November 18, 2012** and expire on **November 17, 2013** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

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

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

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

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

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

If to Buyer:
Hidalgo County
Attention: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:
Roy's Hauling Service
Attention: Roy Balderas, Jr., Owner
P.O. Box 1896
Edinburg, Texas 78540

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:_____, 2012

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

COMPANY: ROY'S HAULING SERVICE

By:_____
Printed Name: _____
Title:_____

EXHIBIT "A"

REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

October 01, 2012

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 4**
Request for Bids -**"PIT RUN CALICHE BASE"**
Bid No: 2012-103A-10-17-SGS

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department (956)318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

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

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY PRECINCT NO. 4

"PIT RUN CALICHE BASE"

RFB NO: 2012-103A-10-17-SGS

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
4.	Exhibit B, Bid Page	1
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Vendor/Bidder Application and W-9 form	6
8.	Certification Regarding Debarment	1
9.	Draft Requirements Agreement	8

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

October 01, 2012
Date

Bid No: 2012-103A-10-17-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 x 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 4

"PIT RUN CALICHE BASE"

BID OPENING DATE:
October 17, 2012

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 4-PIT RUN CALICHE BASE** "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-2012-103A-10-17-SGS-HIDALGO COUNTY PRECINCT NO. 4 – PIT RUN CALICHE BASE"** 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, OCTOBER 17, 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 "RFB NO.: 2012-103A-10-17-SGS- HIDALGO COUNTY PRECINCT NO. 4-PIT RUN CALICHE BASE."** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of

warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (vendor pays all shipping cost and remains responsible until the County takes possession)

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 (if any)
   d) Notation - **"HIDALGO COUNTY PRECINCT NO. 4 –PIT RUN CALICHE BASE"** 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 Precinct No. 4
Rumaldo Munoz, Admin. Assistant
1051 N. Doolittle Rd.
Edinburg, TX. 78539
(956)383-3112

17. **Schedule of Events:**

Bid Opening, 9:30 AM	**October 17, 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 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 PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2012-103A-10-17-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. 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: _____

EXHIBIT "A"

HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
Bid No. 2012-103A-10-17-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:
Hidalgo County is soliciting competitive sealed bids for "**Pit Run Caliche Base**" for Hidalgo County Precinct No. 4. In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. All material purchased will be on an "**As Needed Basis**" by Precinct No. 4.

Specifications/Requirements:

1. Pit Run Caliche will be on an "**As Needed Basis**" only. There is no guaranteed annual volume. It shall be agreed and understood that Hidalgo County Precinct No. 4 will purchase no more material than is needed.
2. Bid will be based on the lowest bid per ton basis as listed on bid page form. (Exhibit "B")
3. Awarded bidder(s) **shall have on site** at the Bidder's Pit location(s), an electronic or manual scale with a minimum of 70 ft. in length.
4. When requested, samples shall to furnished free of expense to Hidalgo County.
5. In the event that the material furnished does not meet all the above requirements (regardless of weather, tests acceptability, method of repair or other conditions) the County reserves the option to require the material supplier to replace or to reimburse the County for the unused portion of material found to be unsatisfactory.
6. Location is an important factor in evaluation of the bids, due to transportation costs which must be taken into consideration, if material is picked up at the plant site.

TERMS AND CONDITIONS:

1.) The contract will be in effect for a period of (1) one year with the County's option to extend for an additional one (1) year term under the same price, terms, and conditions. Prices must remain firm during the contract period.

2.) Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3.) Hidalgo County reserves the right to award the lowest qualified bid on a lump sum basis to a sole bidder or to multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Terminated by County with thirty (30) days written notice.

6.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

7.) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) All applicable forms in this packet must be filled in its entirety and submitted with bid responses. Incomplete sections may be considered for probable cause of disqualification and/or non-compliance.

11) Have been in business for at least two years.

12.) 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.

13.) It is expressly understood and agreed that in case Hidalgo county should need Pit Run Caliche Base not available within the time frame needed from the successful vendor during the term of this contract, Hidalgo County reserves the right to purchase these items from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

Further, Hidalgo County reserves the right to seek another vendor if at any time; vendor's prices do not conform to public pricing.

14) Testing may be performed at the request of Hidalgo County during the length of the contract through an independent testing laboratory.

15) 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.

16) **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.**

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate 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 cost 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 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:
Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, October 10, 2012 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, October 12, 2012 by 5:00 P.M.

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2012-103A-10-17-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Pit Run Caliche Base will be on an "**As Needed Basis**" only

NIGP Commodity Code: 750-14

	BUSINESS NAME	PIT LOCATION	PRICE PER TON
1			$
2			$
3			$
4			$
5			$
6			$

TERM: The contract will be in effect for a period of (1) one year with the County's option to extend for an additional one (1) year term, under the same price, terms, and conditions. Prices must remain firm during the contract period.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____/_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. 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)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY OCCUR CLAIMS-MADE DEDUCTIBLE RETENTION $				EACH 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					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED; INSURER LETTER: _____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No._____ (Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:_____Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):_____ or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): **Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendor Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and vali 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 HU Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here | **Signature of U.S. person** ▶ | **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT “B”

BID PAGE

Bid
for
HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2012-103A-10-17-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. 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: Roy's Hauling Service

Address: P.O. Box 1896, Edinburg, Texas 78540

By: Roy Balderas

Printed Name: Roy Balderas

Title: Owner

EXHIBIT "B"

HIDALGO COUNTY PRECINCT NO. 4
"PIT RUN CALICHE BASE"
BID NO.: 2012-103A-10-17-SGS

OPENED 9:38 10-17-12 Witnessed

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Pit Run Caliche Base will be on an **"As Needed Basis"** only

NIGP Commodity Code: 750-14

	BUSINESS NAME	PIT LOCATION	PRICE PER TON
1	Roy's Hauling Service-Big Five Pit	4 miles North of FM 1925, off Big 5 Road, Edinburg, Texas	$ 2.25
2	Roy's Hauling Service-San Manuel Pit	1/2 mile West of FM 3250, off Shelly Lorie Rd, Linn, Texas	$ 2.25
3			$
4			$
5			$
6			$

TERM: The contract will be in effect for a period of (1) one year with the County's option to extend for an additional one (1) year term, under the same price, terms, and conditions Prices must remain firm during the contract period.

BIDDER/COMPANY NAME: Roy's Hauling Service

ADDRESS: P.O. Box 1896

CITY/STATE/ZIP CODE: Edinburg, Texas 78540

PHONE & FAX NUMBER: Ph:(956)383-2206 Fax:(956)383-2569

E-MAIL ADDRESS: rbalde1008@aol.com

CELLULAR NUMBER:

AUTHORIZED SIGNATURE:

PRINTED NAME: Roy Balderas

TITLE: Owner

DATE: October 16, 2012

(Must be submitted with Bid Packet)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 09/04/2012

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
Valmor Insurance Agency, Inc.
1303 N 10th Street
McAllen TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MCCLELLAND AND HINE INS CO	
INSURER B : UNITRIN MUTUAL INS. CO.	
INSURER C : TEXAS MUTUAL INS. CO.	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ROY'S HAULING SERVICE INC.
P O BOX 1896
EDINBURG, TEXAS 78540-1896

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 COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y	Y	L086026349	03/27/2012	03/27/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Damage	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	N	N	2300075	08/20/2012	08/20/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,010 $ $ $ $
	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 (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	0001242005	9/04/2012	09/04/2013	WC STATU-TORY LIMITS X 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)
1998 INTL #044857,1999 INTL #066851, 2000 PTRB #483178,2000 PTRB #483173, 2000 PTRB #483206, 2000 PTRB #483207, 2006 PTRB #639700 AND 2006 PTRB #639702

CERTIFICATE HOLDER
COUNTY OF HIDALGO
2802 S BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Maribel Guerra

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

MEMORANDUM

TO: Commissioner Joseph Palacios,
Hidalgo County Precinct No. 4

ATTN: Marcos Lopez, Chief Administrator, **vía email: marcos.lopez@co.hidalgo.tx.us**
Gloria Beltran, Executive Assistant **vía email: gloria.beltran@co.hidalgo.tx.us**

CC: Rumaldo Munoz, Accounts Payable Specialist III vía email: **rumaldo.munoz@co.hidalgo.tx.us**

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: October 17, 2012

RE: **Memorandum of Recommendation/Concurrence regarding.**
RFB No.: -2012-103A-10-17-SGS-Hidalgo County Precinct No. 4- "Pit Run Caliche Base"

We have received three (3) **responses** to the above reference project. Enclosed you will find a copy of the tabulation sheet along with Exhibit "B"- Bid page for your review and recommendation/concurrence.

We would like to present your recommendation/concurrence to Commissioner's Count; therefore, we need your response by no later **than October 19, 2012 @ 5:00 p.m.** to be able to present it to the proposed Commissioner's Court date of **November 06, 2012.**

Please indicate your recommendation/concurrence and/or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: sandy.suarez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION/CONCURRENCE (Basis) (e.g. lowest bidder, met specification/requirements etc)
1. Roy's Hauling Service	Lowest bid
2.	
3.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 2-1200-431-00-124-007-0-731

Gloria A Beltran	Gloria A. Beltran	Pct 4	10/18/12
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4

BID OPENING DATE: OCTOBER 17, 2012	**BID OPENING TIME: 9:30 A.M.**
DESCRIPTION OF BID: "PIT RUN CALICHE BASE "	
BID NO: 2012-103A-10-17-SGS	**BUYER: SANDY SUAREZ**

	Name Of Company Low Bid	Pit Location	Unit /Total Price Per Ton
1	**Roy's Hauling, Service**	1. 4 mi N of FM 1925, off Big 5 Rd. Edinburg, TX	**$ 2.25**
		2. ½ mi W of FM 3250 off Shelly Lorie Rd. Linn, TX.	**$ 2.25**

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION SHEET

DEPARTMENT NAME: HIDALGO COUNTY PRECINCT NO. 4

BID OPENING DATE: OCTOBER 17, 2012	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "PIT RUN CALICHE BASE "

BID NO: 2012-103A-10-17-SGS	**BUYER: SANDY SUAREZ**

	Name Of Company	Pit Location	Unit /Total Price Per Ton
1 ✓	Roy's Hauling, Service	1. 4 mi N of FM 1925, off Big 5 Rd. Edinburg, TX	$ 2.25
		2. ½ mi W of FM 3250 off Shelly Lorie Rd. Linn, TX.	$ 2.25
2.	CAPA- Upper Valley Materials	1. Sullivan City	$ 3.25
		2. ----------	
3	Frontera Materials, Inc.	1. 490 Pit-4.5 mi W of US 281 on 490	$ 3.25
	FOB Pit	2. Vanderpool Pit-LaJoya, TX.	$ 3.35

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: October 17, 2012 **BID OPENING TIME: 9:30 A.M.**
DEPARTMENT/BID DESCRIPTION: "HIDALGO COUNTY PRECINCT NO. 4–PIT RUN CALICHE BASE"
BID NO: 2012-103A-10-17-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
1. **Roy's Hauling Services, Inc.** Attn: Roy Balderas Jr. or Christina	E-mail	Sandy Suarez	10-01-12	P.O. Box 1896 Edinburg, TX. 78540 P# 956-383-2206 F# 956-383-2569 royshaulinginc@aol.com
2. **Frontera Materials** Attn: Barry Ehlinger	E-mail	Sandy Suarez	10-01-12	P.O. Box 1917 Weslaco, TX, 78596 P# 956-316-8952 C# 607-5965 bmefrontera@aol.com
3. **Valley Caliche Products** Attn: Mark Motheral	E-mail	Sandy Suarez	10-01-12	P.O. Box 1086 Mission, TX 78573 P# 956-581-2751 F#956-585-6844 valleycaliche@aol.com
4 **Upper Valley Materials** Attn: Larry	E-mail	Sandy Suarez	10-01-12	7301 W. Exp 83 Mission, TX 78572 P# 956-580-2502 F# 956- 585-8675 salesinfo@riovalleypipe.com
5. **Prime-Vendor, Inc** Attn: Erika Russ	E-mail	Sandy Suarez	10-01-12	4622 Cedar Avenue, Suite 123 Wilmington, N.C. 28403-4429 P#: 800 746-9554 F#: 800 746-8307 bids17@prime-vendor.com
6. **Virtual Builders Exchange** Attn: Lorri Chambers	E-mail	Sandy Suarez	10-01-12	4047 Naco Perrin, Ste. 100 San Antonio, TX. 78217 P#210-564-6900 F#210-564-6930 lorri@virtualbx.com
7. **IOC Company, LLC** Attn: Lydia Rodriguez	E-mail	Sandy Suarez	10-01-12	9312 E. Curve Rd. Edinburg, TX. 78542 P# 956-380-2897 F#956-380-4085 C# 956-227-1494 lrodriguez@ioccompany.com
8. RAM RGV, INC Attn: Raul Garcia	E-mail	Sandy Suarez	10-01-12	515 Pableto Road Sullivan City, TX. 956-222-5013 Raugar10@ymail.com

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

AI-35075 **Purchasing Department** **19. C. 2.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Martha L Salazar **Submitted By:** Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a "professional engineering services" agreement with L&G ENGINEERING LABORATORY, LLC for: "Professional GEO Technical Services" (on an as needed basis) for projects located within Hidalgo County Precinct No. 4.

BACKGROUND

Contract #C-12-225-11-06-L&G Engineering Laboratory, LLC-Pct 4

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available funds as of 11/2/12 are $29,585.47.

Attachments

contract doc-C-12-225-11-06-L&G Eng Lab

Legal Approval

Prof Eng & Geo Tech Pool

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/02/2012 10:27 AM
Budget & Management	Merlen P. Munoz	11/02/2012 10:40 AM
Perla Lopez	Perla Lopez	11/02/2012 02:19 PM
Auditor's Office	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Letty Saenz Started On: 11/01/2012 09:20 AM

Final Approval Date: 11/02/2012

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-12-225-11-06

THIS AGREEMENT is made effective the **6th** day of **November, 2012** by and between **HIDALGO COUNTY, TEXAS,** ("County") **Hidalgo County Precinct No. 4** and **L & G Engineering Laboratory, LLC** of Mercedes, a Texas Corporation ("Engineer").

W I T N E S S E T H:

WHEREAS, the County is vested with the responsibility of providing **"Geo Technical Services"** for projects located within **Hidalgo County Precinct No. 4 (on an as needed basis)** (the "Services");

WHEREAS, the County has determined that the services of a professional engineering company is necessary to carry out the required Services;

WHEREAS, pursuant to Texas Government Code Chapter 2254.002, (the "Texas Professional Services Procurement Act"), the County requested Statements of Qualifications (SOQ's) from a Professional Engineer to assist the County by providing the Services;

WHEREAS, County has selected the Engineer to provide the Services within **Hidalgo County Precinct No. 4**, in accordance to Exhibit "A-1" Request for Qualifications (RFQ) Procurement Packet.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, County and Engineer do mutually agree as follows:

1. Scope of Services. The County will provide to Engineer the services described in Exhibit "A" attached hereto and entitled "Services to be performed by County." Engineer agrees to provide to County with the work described in Exhibit "B", "Services to be performed by the Engineer".

2. Term. This Agreement is for a period of **one (1) year**, effective **November 6, 2012**, and will expire **November 5, 2013** or unless sooner terminated as provided herein. The Engineer will not begin to work or incur costs until authorized in writing by the County with each **"Work Authorization".**

3. Compensation. The maximum amount payable under this Agreement shall not exceed the amount for each work authorization unless an amendment is executed as provided hereinafter. The Engineer shall submit periodic requests for payment within (30) thirty days after completion of each Work Authorization. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment for said Services in the customary manner provided for payments utilized by Hidalgo County, Texas. Engineer agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep accurate books and records of all such receipts and/or expenditures. All payments to Engineer shall be mailed to the address shown in numbered paragraph 23 herein.

4. Inspection of Work. The County has the right at all reasonable times to inspect or otherwise evaluate the work performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Engineer, or of a

subcontractor, the Engineer shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay their work.

5. Amendments. If it becomes necessary at any time during this Agreement to change the scope of Services, the Agreement period, the maximum amount payable, the complexity, or the character of this Agreement, an amendment shall be executed by use of a (Supplemental Agreement Form) more particularly described in Exhibit "E" within the agreement. The County retains the right to reject any such amendment proposed by the Engineer. Any such amendments shall be made in writing, agreed to by all parties hereto, and duly executed before the end of the Agreement as specified. If the County finds it necessary to require changes in completed work because of errors made by the Engineer, the County shall require the Engineer to correct the work at no cost to the County and without amendment to the Agreement. If the changes are made at the request of the County and are not due to errors of the Engineer, the County will reimburse the Engineer for the additional work at the same rate of pay established in Exhibit "C," "Engineer Rates." If payment for the additional work will cause the maximum amount payable under this Agreement to be exhausted, an amendment shall be proposed in accordance with all State procurement laws.

6. Reporting. The Engineer shall promptly advise the County in writing of events which have a significant impact upon the Agreement, including:

a. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a

statement of the action taken, or contemplated and any County or, if Federal Funds are involved, Federal assistance needed to resolve the situation.

b. Favorable developments or events which enable meeting time schedules and goals to be met sooner than anticipated or which are producing more work units than originally projected.

7. Ownership of Documents. Upon completion or termination of this Agreement, all documents prepared by the Engineer or furnished to the Engineer by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this Agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Engineer may, at its own expense, have copies made of the documents or any other data furnished to the County under this Agreement.

8. Suspension of Work. Should County desire to suspend the work under this Agreement, but not terminate this Agreement, the County shall provide thirty (30) calendar days verbal notification to Engineer, followed by written confirmation from the County to Engineer to that effect. The thirty-day notice may be waived as agreed in writing by both the County and Engineer to that effect. The work under this Agreement may be reinstated and resumed in full force and effect within sixty (60) days of receipt of written notice from the County to the Engineer. The sixty-day notice may be waived as agreed in writing by both the County and Engineer. If the County suspends the work, the Termination Date as identified above is not affected and this Agreement will terminate on the date specified.

9. Progress and Coordination. The Engineer shall, from time to time during the progress of the work, confer with the County. The Engineer shall prepare and present such

information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Engineer's services and work.

At the request of the County or the Engineer, conferences shall be provided at the Engineer's office, the offices of the County, or at other locations designated by the County. These conferences shall also include evaluation of the Engineer's services and work when requested by the County.

All applicable study reports shall be submitted in preliminary form for approval by the County before the final report is issued. The County's comments regarding the Engineer's preliminary report will be addressed by the Engineer in the final report.

If funds by other agencies or entities are to be used for the development of the project under this Agreement, the Engineer's Services and work will be subject to periodic review and approval by other agencies or entities, including those of the city, county, state and/or federal agencies.

Should it be determined that the progress in the production of the Engineer's Services and work does not satisfy the requirements of the approved Work Authorization as provided by Exhibit "D", attached hereto, the County shall review the approved Work Authorization with the Engineer to determine the corrective action needed by either the County or the Engineer.

The Engineer shall promptly advise the County in writing of events which have a significant impact upon the progress of the Engineer's Services and work and the approved Work Schedule, including:

a. problems, delays, adverse conditions which will materially affect the ability to attain Agreement objectives, prevent the meeting of time schedules and goals, or preclude the timely completion and submittal of Project deliverables by the

Engineer within established time periods; this disclosure will be accompanied by a statement by the Engineer of recommended or immediate action taken, or contemplated, and any Owner or other agency or entity assistance needed to resolve the situation: and

b. favorable developments or events which enable meeting the Work Schedule goals sooner than anticipated.

10. **Independent Contractor.** Engineer must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the Services provided by Engineer under this Agreement. Notwithstanding the foregoing sentence, Engineer represents and maintains that it is an Independent Contractor and is not an employee of Hidalgo County, Texas or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Engineer agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Subcontracting and Assignment.** The Engineer shall not assign subconsultant or transfer the Engineer's interest in this Agreement without the prior written consent of the County. The Engineer shall bind every subconsultant by written agreement to observe all the terms of this Agreement to the extent that they may be applicable to each subconsultant. No subcontractor relieves the Engineer of any responsibilities under this Agreement.

12. **Voluntary Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days prior written notice to the Engineer.

13. Insurance. Engineer agrees to provide liability insurance covering its activities in providing the Services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, §100.001, et seq., Texas Civil Practices and Remedies Code, and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect.

14. Payment of Franchise Tax. The Engineer hereby certifies that the Engineer is not delinquent in Texas franchise tax payments, or that the Engineer is exempt from, or not subject to, such tax. A false statement concerning corporation's franchise tax status shall constitute grounds for termination of the Agreement at the sole option of the County.

15. No Assignment. Except as otherwise herein provided, Engineer may not assign the obligations or rights under this Agreement to any person without the prior written consent of County.

16. Conflict. 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 Agreement, 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 the legal requirements and only during the time such conflict exists.

17. Termination by County. If Engineer fails to deliver quality Services, fails to achieve the defined goals, outcomes, strategies and outputs required by County, or if Engineer fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Engineer.

18. No Waiver. No waiver by County 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.

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

20. Venue. 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.

21. Hold Harmless. In the event Engineer should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Engineer shall hold harmless and indemnify County from any and all obligations, liabilities, cause of action, lawsuits, damages, and assessments, including legal fees, etc., that from the Engineer's intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

22. Attorney's Fees. In the unlikely event that a dispute occurs which is litigated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not

limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

23. Notices. Expect 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 a registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to County:	County of Hidalgo Attention: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to Engineer:	L & G Engineering Attn: Mr. Jacinto Garza, P.E./President 2100 West Expressway 83 Weslaco, Texas 78570

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 addresses or, if mailed at such time as it is deposited in the United States mail.

24. Executions of 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.

25. Binding Agreement. 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.

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

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

28. Professional Seal. All documents and data furnished by the Engineer to the County shall bear Professional seal of a licensed Engineer employed by the Engineer.

29. Commitment of Current Revenues. In the event that, during any term hereof, the **Owner** does not appropriate sufficient funds to meet to the obligations of this Agreement, the **Owner** may terminate this Agreement upon thirty (30) days written notice to the **Engineer.** The **Owner** 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 the **Owner** pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

EXECUTED as of the day and year first written above.

COUNTY:
COUNTY OF HIDALGO, TEXAS

By: _____
Hon. Ramon Garcia, County Judge

ENGINEER:
L & G ENGINEERING

By: _____

Printed Name _____

Title: _____

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court on: _____

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

By:_____
Stephen L. Crain, Attorney

ATTACHMENTS:

EXHIBIT A	-Scope of Services to be provided by the County
EXHIBIT B	-Scope of Services to be provided by the Engineer
EXHIBIT C	-Engineer's Rates
EXHIBIT D	-Work Authorization Form
EXHIBIT E	-Supplemental Agreement Form
EXHIBIT F	-Certificates of Insurance

EXHIBIT A-1

-Request for Qualifications (RFQ) Procurement Packet

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

December 27, 2011

_____
Participant's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY** (Including all funding sources, programs, and entities)
Request for Qualifications (RFQ)-"*Professional Engineering Services-Geotechnical and Construction Materials Testing Pool*"
RFQ NO: 2012-003-01-18-SMA

Dear Respondent:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated out RFQ packet. Carefully read and review all instructions, requirements, specification and/or scope of work included in this packet. **All forms must be properly completed and submitted your response** in order to be considered responsive and qualified.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Attachment A- Schedule of Services and Related Fees	4
5.	Exhibit B, Evaluation Criteria and Evaluation Form	1
6.	Exhibit C, Insurance Requirements,	4
7.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
8.	Exhibit E, Proposer's Affidavit	1
9.	Vendor/Bidder Application and W-9 form	6
10.	Certification Regarding Debarment	1
11.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

December 27, 2011
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

Acceptance Due Date: **January 18, 2012**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Sandra Montalvo, Buyer II
(956) 292-7000 Ext. 4865
sandra.montalvo@co.hidalgo.tx.us

1. Sealed qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) *"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"*, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall qualifications.

2. One (1) original, seven (7) copies of all qualifications and two (2) CDs in PDF Format are required with the respondent's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, ***RFQ–2012-003-01-18-SMA-"HIDALGO COUNTY(Including all funding sources, programs, and entities) Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"***, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, JANUARY 18, 2012.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, respondents

are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

12. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a qualification or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

13. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY** (Including all funding sources, programs, and entities) ***Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",***

e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.
- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2812 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**January 18 , 2012**
Award of Contract:	2012
Commence Work or Deliver Products:	2012

16. HIDALGO COUNTY APPROVED HOLIDAYS

2012 YEAR	
New Year's Day	**12/30/11 and 01/02/12**
Martin Luther King Day	**01/16/12**
President's Day	**02/20/12**
Good Friday	**04/06/12**
Easter	**04/09/12**
Memorial Day	**05/28/12**
Independence Day	**07/04/12**
Labor Day	**09/03/12**
Columbus Day	**10/08/12**
Veteran's Day	**11/12/12**
Thanks Giving Day	**11/22/12 and 11/23/12**
Christmas Day	**12/24/12 and 12/25/12**

17. ~~BID OR PERFORMANCE BOND~~ AND DEBARMENT CERTIFICATION; ~~PAYMENT UNDER CONTRACT:~~

- ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas~~. All respondents are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

- ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and materialmen have been paid.~~

- ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

- ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

18. ETHICAL STANDARDS:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or qualification therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a

member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFP, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **DISCLOSURE OF CONFLICT OF INTEREST**

- **Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful respondent fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.**

  Please submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539—Hidalgo County Courthouse.

  COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

21. Qualifications, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

23. Successful respondent will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful respondent's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful respondent will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the requirements.

26. Successful respondent shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful respondent shall pay any judgment with costs which may be obtained against county growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful respondent's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful respondent.

27. Successful respondent shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful respondent shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Respondents shall provide with the qualification response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Respondents must provide **all** documentation requested with this Qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

Request for Qualifications
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool",

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualification Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

The County of Hidalgo will be accepting Statements of Qualifications from qualified State of Texas Professional Independent Testing Laboratories in order to establish a pre-qualified pool of Independent Testing Laboratories on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Independent Testing Laboratories will be for a period starting **February 9, 2012 and ending February 8, 2013**. The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of ***"PROFESSIONAL ENGINEERING SERVICES GEOTECHNICAL and CONSTRUCTION MATERIALS TESTING POOL" RFQ NO: 2012-003-01-18-SMA*** *Request* For Qualifications" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, January 18, 2012.** **ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the Request for Qualifications:

SECTION- I

GENERAL TERMS AND CONDITIONS

RFQ DOCUMENT SUBMITTALS/DELIVERY:

A total of One (1) original, seven (7) copies, and two (2) CD's in PDF Format of RFQs should be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of qualifications responses be clearly marked and/or labeled with the Company's name, RFQ Number, Project Title, and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of qualifications, to have a Purchasing Department representative time/date stamp and initial the envelope when dropping RFQ off.

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

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire ("the CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify in writing the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:
Any protest(s) or question(s) regarding the requirements or request for qualifications procedures must be received in the Purchasing Department **via facsimile to (956)292-7612 or via e-mail to sandra.montalvo@co.hidalgo.tx.us BY NO LATER THAN Tuesday, January 10, 2012 at 5:00 p.m. Responses will be sent to all applicants by Friday, January 13, 2012. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue ink*.**

WAIVING OF INFORMALITIES:
Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT:
All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing project specifications.

SECTION II
RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFQ

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondent understands of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with a competent independent material testing laboratory, registered and licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Roadway Material Production and Construction Inspection Testing
- Inspection of Hot Mix and Concrete Plants
- Drilling and Logging of Soil Borings
- Acquisition and Testing of Samples of Existing Soils for the Planning, Design and Construction of Transporting Facilities
- Roadway Construction Project located in Hidalgo County
- TxDOT Certification

Additionally, this section should include a description of the firm's project personnel and their most recent similar projects. **A list of ongoing projects similar in scope under TxDOT procurement basis shall be included in a appendix.** For each project, a client contract name and phone number should be included for reference purposes. Additionally, the names of the personnel proposed for this project who participated in the listed projects should be provided. This project list is limited to five (5) pages.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any licenses and certifications as required by HIDALGO COUNTY, the STATE OF TEXAS, TxDOT, etc. The independent Testing Laboratories may (Refer to Exhibit "C") add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:
The construction materials testing services contract will encompass all project-related testing services to the County of Hidalgo including, but not limited to, the following:

Hidalgo County is inviting qualifications from qualified Independent Testing Laboratories to provide construction materials testing services for the "Projects". **Name additional testing services that are sublet to other consulting firms.**

Minimum Qualifications for Independent Testing Laboratories include, but may not be limited to the following:

a) Ability to perform Geotechnical Testing/ Investigation/ Drilling
b) Ability to perform Environmental Services
c) Ability to perform Soil Density Testing

d) Ability to perform Surveying and Sampling Soils
e) Ability to perform Materials Testing (Asphaltic and Concrete)
f) Ability to perform Material Testing and Laboratory Analysis
g) Ability to perform Hot Mix Plant Inspections and Testing
h) Ability to perform Transportation Foundation Studies
i) Ability to perform Building Foundation Studies
j) Ability to perform Professional Liability Insurance for $1 Million Dollars without limiting liability to Professional Fees
k) Average response time from your office to the job site

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL:
The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

SECTION -III
SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system.

1. **STAFFING OF PROJECT TEAM**
The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. **EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES**
The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. **METHODOLOGY**
The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. **UNDERSTANDING OF PROJECT/SIMILAR PROJECTS**

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ.

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. **FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS**

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

STATEMENT OF QUALIFICATIONS GRADING AND RANKING PROTOCOL:

Once a Project has been identified and it is determined that Construction Materials Testing Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court , Elected Official and/or the User Department in need of Construction Materials Testing Services will nominate (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the statement of qualifications received in response to this Hidalgo County Request for Qualifications.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) Attachment "A" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

This form is merely to be used as a guide for the used post ranking by commissioners' court only
Refer back to requirements page 8, negotiations process

NO.	DESCRIPTION	UNIT COST
	PERSONNEL RATES	
01	Soils and Aggregate Technician	$ _____/ Hour
02	Surveying and Sampling Soils for Highways	$ _____/ Hour
03	Soils Technician- Density Testing, Radiation Safety Certified	$ _____/ Hour
04	HMA Level 1-A Certified Technician	$ _____/ Hour
05	HMA Level 1-B Certified Technician	$ _____/ Hour
06	ACI Certified Field Grade I Technician A. Includes necessary concrete slump cone, rod, air meter, thermometer	$ _____/ Hour
07	ACI Certified Field Grade II Technician	$ _____/ Hour
08	Geotechnical Engineer, P.E.	$ _____/ Hour
09	Geotechnical Engineer, E.I.T.	$ _____/ Hour
10	Secretarial, Report Preparation and Reporting	$ _____/ Hour
11	Logger (In Conjunction with Engineer)	$ _____/ Hour
	TRAVEL EXPENSE	
12	Vehicle Fee Mileage (Applicable for all Trips)	$_____/ Mile
13	Mobilization for Truck Mounted Rig, Drill Crew & Support	$_____/ Mile
14	Mobilization non standard equipment (4x4 All Terrain Rig)	Cost +____%
15	Barge Mobilization and Rental	Cost +____%
	GEOTECHNICAL DRILLING AND ENGINEERING SERVICES	
16	Borings in Soil	$ _____/ Foot
17	Borings in Soft Rock	$ _____/ Foot
18	Rock Coring	$ _____/ Foot
19	Standby Time (Drill Rig and Crew)	$ _____/ Foot
20	Grout/ Bentonite Backfill	$ _____/ Foot
21	Dozer/ Clearing Cost	Cost +____%
22	Concrete/Asphalt Patch	$
23	Traffic Control/ Signs, Barricades, etc.	Cost +____%
24	All Other Outside Expenses	Cost +____%

SAMPLE

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

NO.	DESCRIPTION	UNIT COST
	EQUIPMENT EXPENSE	
25	Laptop Computer Rental (w/ Printer)	$_____/Day
26	Laptop Computer Rental (w/ Printer)	$_____/Wk
27	Laptop Computer Rental (w/ Printer)	$_____/Mo.
28	Concrete Beam Breaker	$_____/Day
29	Concrete Beam Breaker	$_____/Wk
30	Concrete Beam Breaker	$_____/Mo.
31	Vacuum Extractor	$_____/Mo
32	Asphalt Thermometer (Provided w/ Technician)	NC
33	Miscellaneous Expenses	Cost +____%
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	SOILS SECTION	
Tex-100-E	Surveying and Sampling Soils for Highways	$_____Hr
Tex-103-E	Determination of Moisture Content is Soil Material	$_____Ea
Tex-104-E	Determination of Liquid Limit of Soils	$_____Ea
Tex-105-E	Determination of Plastic Limit of Soils	$_____Ea
Tex-106-E	Methods of Calculating the Plasticity Index of Soils w/ 104-E and 105-E	$_____Ea
Tex-107-E	Determination of Bar Linear Shrinkage of Soils	$_____Ea
Tex-108-E	Determination of Specific Gravity of Soils	$_____Ea
Tex-110-E	Part I Sieves thru 40	$_____Ea
	Part II Sieves thru 200	$_____Ea
	Additional Sieves	$_____Ea
Tex-111-E	Minus 200 Sieve Analysis	$_____Ea
Tex-113-E	Laboratory Compaction Characteristics and Moisture Density Relationship of Base Materials and Cohesionless Sand	$_____Ea
Tex-116-E	Ball Mill Method for Determination of the Disintegration of Flexible Base Material	$_____Ea
Tex-117-E	TRIAXIAL COMPRESSIVE TEST FOR Disturbed Soils and Base materials (Part I Standard Method) Disturbed Soils and Base Materials (Part II)	$_____Ea $_____Ea
Tex-118-E	Triaxial Compression Test for Undisturbed Samples	$_____Ea
Tex-128-E	Determination of Soil pH	$_____Ea
Tex-129-E	Method of Test for the Resistivity of Soils Material	$_____Ea
	HOT MIX SECTION	
Tex-200-F	Sieve Analysis of Fine and Coarse Aggregates (Dry)	$_____Ea

SAMPLE

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

	Sieve Analysis of Fine and Coarse Aggregates (Wet)	$_____Ea
Tex-201-F	Bulk Specific Gravity and Water Absorption of Aggregate	$_____Ea
Tex-202-F	Apparent Specific Gravity of material Finer than 180m (No. 80) Sieve	$_____Ea
Tex-203-F	Sand Equivalent Test	$_____Ea
Tex-205-F	Laboratory Method of Mixing Bituminous Mixtures	$_____Ea
TEX METHOD	TEST DESCRIPTION	UNIT COST
Tex-206-F	Method of Compacting Test Specimens of Bituminous Mixtures	$_____Set
Tex-207-F	Determination of Density of Compacted Bituminous Mixtures	$_____Ea
Tex-208-F	Test for Stabilometer Value of Bituminous Mixtures	$_____Set
Tex-210-F	Determination of Asphalt Content of Bituminous Mixtures by Extraction	$_____Ea
Tex-212-F	Determination of Moisture Content of Bituminous Mixtures Part II	$_____Ea
Tex-217-F	Determination of Deleterious Material and Decantation Test for Coarse Aggregate	$_____Ea $_____Ea
Tex-224-F	Determination of Falkiness index	$_____Ea
Tex-227-F	Theoretical Maximum Specific Gravity of Bituminous Mixtures	$_____Ea
	CONCRETE SECTION	
Tex-401-A	Sieve Analysis of Fine and Coarse Aggregate (Dry) Sieve Analysis of Fine and Coarse Aggregate (Wet)	$_____Ea $_____Ea
Tex-402-A	Fineness Modulus of Fine Aggregate (In Conjunction with 401-A)	$_____Ea
Tex-403-A	Saturated Surface Dry Specific Gravity and Absorption of Aggregates	$_____Ea
Tex-404-A	Determination of Unit Mass (Weight) of Aggregates	$_____Ea
Tex-405-A	Determination of Percent Solids and Voids in Concrete Aggregate	$_____Ea
Tex-406-A	Material Finer than 75um (No. 200) Sieve in Mineral Aggregates (Decantation Test for Concrete Aggregates)	$_____Ea
Tex-407-A	Method For Sampling Freshly Mixed Concrete (included in hourly technician rate)	$_____Ea
Tex-408-A	Organic Impurities in Fine Aggregate for Concrete	$_____Ea
Tex-409-A	Free Moisture and Water Absorption in Aggregate for Concrete	$_____Ea
Tex-413-A	Determination of Deleterious Materials in Mineral Aggregate	$_____Ea

SAMPLE

ATTACHMENT "A"
Engineering Laboratories-Schedule of Services and Related Fees
RFQ NO: 2012-003-01-18-SMA

Tex-415-A	Slump of Portland Cement Concrete (Included in hourly technician rate)	N/C
Tex-416-A	Air Content of Freshly Mixed Concrete by the Pressure Method (Included in hourly technician rate)	N/C
Tex-420-A	Flexural Strength of Concrete (Using Simple Beam Center Point Loading)	$_____Ea
Tex-447-A	Making and Curing Concrete Test Specimens (Technician time to make cylinders will be charged at approved hourly rates)	$_____Ea
Tex-448-A	Flexural Strength of Concrete (Using Sample Beam Third Point Loading)	$_____Ea
Tex-460-A	Determination of Crushed Face Particle Count	$_____Ea
TEX METHOD	**TEST DESCRIPTION**	**UNIT COST**
	ASPHALT SECTION	
Tex-530-C	Effect of Water on Bituminous Paving Mixtures	$_____Ea
Tex-531-C	Prediction of Moisture Induced Damage to Bituminous Paving Materials Using Molded Specimens	$_____Ea
other section	Insert any other services provided and unit price category (i.e. Each, Set, Hour, Etc.)	

SAMPLE

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County-

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. STAFFING OF PROJECT TEAM-- (25) points

The firms should provide information on their proposed professional team members, i.e. applicable certifications/registrations and other pertinent information that demonstrates their qualifications to perform the contract. The professional team members responsible/assigned to assist County projects hall be identified in the organizational chart. Team members shall have experience in performing various types of contracts for counties, cities or other clients as stated in the Request for Qualifications (RFQ). Varied experience gained through other clients should be substantiated by reference. A list of, and scope of, the various projects, for comparative purposes, shall be included in an appendix. **Indicate the number of engineers on your staff.**

2. EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points)

The provider shall designate experienced independent testing laboratory staff to completely and efficiently perform the work. The designated individuals (Project Manager and Key Personnel) may not be replaced during the project unless approved by the County. The proposal shall identify the project team composition, project leadership and reporting responsibilities and address how sub providers, if any, will fit into the management structure. Resumes of the key technical staff members, limited to two (2) pages per person must be included in an appendix, as well as narrative descriptions of projects proposed as similar work experience. Also, in this selection, outline the firm's contingency plans for servicing the project in the event that one or more key personnel are not available for any reason during the period of performance.

3. METHODOLOGY (20 points)

The RFQ should provide a description of the firm's approach to the methodology and management to the scope of services for the project.

- Knowledge, experience, and the equipment to provide the anticipated services
- Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County.

4. UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25 points)

The statement of qualifications shall include the following:

- demonstrate an understanding of the scope of services
- address appropriate Federal/State/Local regulations and policies
- identify information to be gathered or obtained

Responsiveness to RFQ:

- Response is Clear
- Response is Well Organized
- Easy to Evaluate
- Appropriate to this RFQ

Minimum Qualifications - The RFQ must address knowledge and experience of working with multiple entities, such as counties, cities, etc..

Preferred Qualifications - The RFQ must address the proposed approach to complete the scope and identify information to be gathered or obtained and how it will be used in addition to the minimum qualifications.

5. FAMILIARITY WITH APPLICABLE RULES AND REGULATIONS (10 points)

The RFQ should indicate through past experience of the proposed Team that they possess sufficient knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies (as required)

Minimum Qualifications - The RFQ must contain a narrative that outlines applicable regulations, guidelines, standards and policies.

Preferred Qualifications - Suitable examples of previous projects completed in the area by the Project Manager, in addition to the minimum qualifications.

EXHIBIT "B"

Evaluation Criteria and Form

Hidalgo County-

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

SELECTION CRITERIA	POINTS	SCORE
1) STAFFING OF PROJECT TEAM -- (25 points maximum)		
➢ Provide information on their proposed professional team members	10	
➢ Experience in performing various types of contracts for counties, cities or other clients as stated	10	
➢ A list of various projects for comparative purposes	5	
Comments/Rationale for points:	**TOTAL**	_____
2) EXPERIENCE OF PROJECT TEAM/ABILITY TO COMMIT RESOURCES (20 points maximum)		
➢ Designate experienced engineering staff to efficiently perform the work.	10	
➢ Identify the project team composition, project leadership, reporting responsibilities etc.	10	
Comments/Rationale for points:	**TOTAL**	_____
3) METHODOLOGY (20 points maximum)		
➢ Knowledge, experience, and the equipment to provide the anticipated services	10	
➢ Management Plan for the anticipated services that will be highly responsive to the needs and interests of the County	10	
Comments/Rationale for points:	**TOTAL**	_____
4) UNDERSTANDING OF PROJECT/SIMILAR PROJECTS (25) points maximum)		
➢ Demonstrate an understanding of the scope of services	10	
➢ Address appropriate Federal/State/Local regulations and policies. Knowledge and experience of working with multiple entities, counties, cities, etc.	5	
➢ Identify information to be gathered or obtained/proposed approach to complete the scope	5	
➢ RFQ responsiveness. Response is clear, well organized, easy to evaluate and appropriate to this RFQ	5	
Comments/Rationale for points:	**TOTAL**	_____
5) FAMILIARITY WITH APPLICABLE RULES and REGULATIONS (10 points maximum))		
➢ Indicate passed experience of the proposed Firm knowledge of governmental regulations, appropriate codes, guidelines, professional standards and policies	5	
➢ Must contain a narrative that outlines applicable regulations, guidelines, standard and polices	5	
Comments/Rationale for points:	**TOTAL**	_____
	TOTAL SCORE:	

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

<u>Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).</u> 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 EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AUTO ONLY AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU: ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners=Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of award of project by the Hidalgo County Commissioners=Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department=s Contract Managers in order to qualify for award and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department=s Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____
2. Bonds: _____
3. Certificates: _____
4. Permits: _____
5. Other: _____

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____
Authorized Signature Date

_____
Company

_____
Address

_____
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

EXHIBIT "E"
PROPOSER'S AFFIDAVIT

PROPOSER'S AFFIDAVIT OF NON-COLLUSION NON-CONFILICT OF INTERST, AND ANTI-LOBBYING

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20___.

_____

Notary Public

My commission expires:_____, 20___.

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
___ __ ____

or

Employer identification number
__ _____

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281, Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ❒Texas Building & Procurement Commission ❒ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

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.

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Engineering Services-Geotechnical and Construction Materials Testing Pool"

RFQ NO: 2012-003-01-18-SMA

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response, failure to submit any of these forms will be considered non responsive.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Attachment "A" –Procurement Form –Areas of Specialization

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One (1) original, seven (7) copies and two (2) CD's in PDF format containing a complete copy of Response.

_____ _____

Signature Date

EXHIBIT A

-Scope of Services to be provided by the County

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

General:

The County will provide to the Engineer the following:

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

EXHIBIT "B"

Scope of Services

to be provided by the Engineer

PROJECT: **Professional Geotechnical Engineering Services (on an "as needed basis") for Hidalgo County Pct. No. 4**

GENERAL SCOPE OF WORK

The Scope of Work will entail providing **The County of Hidalgo** with **Professional Geotechnical Engineering Services within Hidalgo County Precinct No. 4**

The Scope of Work is identified as follows:

- ***Geotechnical Engineering Services***

L&G Engineering will furnish all equipment, materials, supplies, and incidentals as needed to perform the services required by this Contract: The work is as follows:

Geotechnical Engineering Services

Geotechnical Drilling Services

L&G Engineering will provide drilling services for **Hidalgo County Pct. No. 4.**
Soil samples will be removed from the sample apparatus during drilling operations. One of our Geologists or Engineering Technicians will conduct various field tests on the recovered samples, visually classify the samples, and record the appropriate data on a field boring log. The samples will be appropriately packaged to minimize loss of their natural moisture content and to reduce the possibility of damage during transportation to our soils laboratory for testing. The tests performed on these samples will include Moisture Content, Liquid Limit, Plastic Limit, Plasticity Index and Materials Finer that No. 200. Unconfined Compressive Strength and Dry Unit Weight tests will be performed as necessary to provide detailed description of undisturbed samples.

Drilling services will also include a 24-hour water level reading at each boring location. Piezometers, when required, will be installed to maintain the integrity of the borehole overnight or over a weekend. Following completion of drilling, sampling, and subsurface water monitoring operations, all boreholes will be backfilled with soil cuttings from the completed borings. If enough soil cuttings are unavailable, clean sand will be used to backfill the completed boreholes. If a piezometer is installed, the pipe will be removed following the water level readings and the borehole backfilled as described above.

Once all of the Engineering Properties of the soils have been determined, the final Log of Boring is created using the field and laboratory data. Included in the Log of Boring are THD Penetrometer Blow Counts, actual Moisture Contents, Plasticity Indices, and other laboratory test data obtained during the laboratory testing phase of the project. Proper description and location of strata, ground water elevations and test hole elevations will also be included in the Log of Boring.

Engineering Services

Engineering analyses will be conducted after reviewing the results of both the field and laboratory phases of the study. The findings and conclusions derived from the analyses will be presented in a written engineering report which will be prepared by the engineer. The report will include a boring location plan, boring logs with laboratory classification of recovered soil samples and subsurface water conditions encountered. The report will provide engineering recommendations for:

- Pier capacity curves; and
- Soil parameters that may be used in designing the foundations for the planned structures.

The geotechnical report will provide general comments and applicable recommendations regarding construction methods, sequences, and potential difficulties that may arise during overall construction as it relates to the soil and foundation aspects of this project. This information may serve to guide foundation selection and design and assist in the preparation of specifications for the project.

This contract **does not** include activities and corresponding costs that may be associated with the following:

- Providing an ATV mounted drill rig, dozer or special equipment to clear areas of vegetation and debris or to re-grade the site to gain access to the boring locations;
- Re-grading the site or portions of the site after drilling activities are completed;
- Site safety meetings that may be required; or
- Encountering hazardous or contaminated soils or substances during our field activities.

Hidalgo County Pct. No. 4 will be notified should these services become necessary for the completion of field exploration activities.

This proposal **does** include activities and corresponding costs that may be associated with locating buried utilities or pipelines as follows:

- Providing PVC pipe for water level readings; and
- Clearing the boring locations for underground utilities.

Hidalgo County Pct. No. 4 will be responsible for obtaining any necessary permits or authorization to egress areas where the borings are to be drilled.

Schedule

Based on the requested services, it is estimated that the drilling operations can take approximately two (2) to three (3) days to complete. We anticipate that drilling operations can usually begin within two (2) to three (3) days following notice to proceed, staking of the borings, clearing the boring locations of utilities and site and weather conditions permitting. The report and engineering analyses should generally be completed within two (2) weeks after completion of the drilling operations.

Engineering Services

L&G Engineering Laboratory, L.L.C. will provide an engineer's review of all test results to determine compliance with all project plans and specifications.

Scheduling of Services

L & G Engineering Laboratory is prepared to make a commitment to **Hidalgo County Precinct No. 4** materials testing needs. L&G Engineering Laboratory makes every effort to respond to its clients as requests are received, and every effort will be made to keep scheduling conflicts to a minimum. As any other firm or business providing a service, L&G Engineering Laboratory prefers to schedule field and laboratory work with as much advance notice as possible. L&G Engineering Laboratory understands; however, that certain situations may occur when the Client may have a need for Materials Testing Services with as little or no advance notice. During these instances, L&G Engineering Laboratory will make every effort to dispatch personnel to the project within one (1) hour of the Client's request for services.

EXHIBIT "C"
HIDALGO COUNTY PCT. No. 4
GEOTECHNICAL ENGINEERING
RATES FOR FY 2012-2013

Geotechnical Field Services	FY 2012	FY 2013
Mobilization (Drill Rig and Crew)	$424.45/Day	$430.82/Day
Stand-By Time	$185.69/Hr.	$188.48/Hr.
Texas Cone Penetration Test (Tex-132)	$5.31/Ea.	$5.39/Ea.
Soil Boring / Solid Stem	$29.72/Lf	$30.17/Lf
Soil Boring / Hollow Stem	$29.72/Lf	$30.17/Lf
Soil Boring / Mud Rotary	$29.72/Lf	$30.17/Lf
Mileage (Logger-Soil Tech)	.50/Mi	.51/Mi.
Support Truck	$1.59/Mi.	$1.61/Mi.
Peizometer / Monitoring Well	By Quote	By Quote

Soil Classification Testing	FY 2012	FY 2013
Moisture Content Determination	$10.15/Ea.	$10.30/Ea.
Determination of Liquid Limit of Soils	$50.84/Ea.	$51.60/Ea.
Determination of Plastic Limit of Soils	$50.84/Ea.	$51.60/Ea.
Atterberg Limits of Soils	$76.19/Ea.	$77.33/Ea.
Bar Linear Shrinkage of Soils	$63.57/Ea.	$64.52/Ea.
Sieve Analysis		
Through #200 Sieve	$74.28/Ea.	$75.39/Ea.
Finer #200 Sieve	$53.05/Ea.	$53.85/Ea.
Unit Dry Weight	$27.59/Ea.	$28.00/Ea.
Specific Gravity	$74.68/Ea.	$75.80/Ea.
Hydrometer Analysis – w/Sieve Analysis	$91.59/Ea,	$92.96/Ea.

Strength / Volume Change Laboratory Testing	FY 2012	FY 2013
Unconfined Compression-Soil Shelby Tube Specimen	$47.76/Ea.	$48.48/Ea.
Unconfined Compression-Rock Core Specimen	$50.94/Ea.	$51.70/Ea.
Swell Test-Pressure Method	$265.28/Ea.	$269.26/Ea.
Swell Test-Free Swell	$148.56/Ea.	$150.79/Ea.
Consolidation Test	$498.73/Ea.	$506.21/Ea.
Hydraulic Conductivity	$371.39/Ea.	$376.96/Ea.

Personnel and Expenses	FY 2012	FY 2013
Engineer (Principal)	$152.47/Hr.	$154.76/Hr.
Engineer (Staff)	$152.47/Hr.	$154.76/Hr.
E.I.T(Engineer in Training)	$114.30/Hr.	$116.01/Hr.
Engineering Specialist	$114.30/Hr.	$116.01/Hr.
Technician (Soils)(Logger	$45.75/Hr.	$46.44/Hr.
Technician (CADD)	$58.41/Hr.	$59.29/Hr.
Admin./Clerical/Report Reproduction	$45.75/Hr.	$45.75/Hr.

EXHIBIT D

-Work Authorization Form

HIDALGO COUNTY

Professional Engineering for GEO Technical Services
Agreement #C-12-225-11-06
Work Authorization Form

WORK AUTHORIZATION NO. _

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A. of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**," and, _____professional Engineer's of_____ Texas, hereinafter called "**Engineer**".

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the **Engineer** to provide _____.

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

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

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is _____.This amount is based upon the costs outlined in the Estimated **Cost Proposal** attached hereto as **EXHIBIT "D".**

PART 3. PAYMENT

Compensation and payment to the Engineer for the services established under this Work Authorization shall be made in accordance with Article/Part/Section **3** of the Agreement.

PART 4. FUNDING

This Work Authorization No. _____ shall be funded through funding source:
Account No. _-_ _ _ _-_ _ _-_ _-_ _ _-_ _ _-_ _ _-_ _ _
Requisition Number _____**(MUST BE INCLUDED AFTER CC APPROVAL)**

PART 5. PERIOD OF SERVICE

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

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION

Acknowledgement and confirmation by Hidalgo County Precinct No.4, Commissioner, Joseph Palacios, as to content and detail of this Work Authorization No. _.

HIDALGO COUNTY
COMMISSIONER PRECINCT No. 4:

BY: _____

PART 8. ACCEPTANCE AND APPROVAL

This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on (approval date)___ as indicated below and effective as of _____day of _____, 20___.

THE ENGINEER:
L & G ENGINEERING

_____
Jacinto Garza, P.E./President

THE OWNER:
HIDALGO COUNTY

_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

EXHIBIT E

-Supplemental Agreement Form

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SUPPLEMENTAL AGREEMENT NO. _____

TO AGREEMENT FOR PROFESSIONAL CONSTRUCTION MATERIAL TESTING SERVICES

THIS SUPPLEMENTAL AGREEMENT is made pursuant to the terms and conditions of paragraph 5 of the Agreement made by and between **HIDALGO COUNTY**, acting herein by and through the **Commissioner's Court**, hereinafter called the "**Owner**", and _____, Professional Engineer of, _____, Texas, hereinafter called the "**Engineer**".

WITNESSETH

WHEREAS, the **Owner** and the **Engineer** executed the **Agreement** on the _____ day of _____ **2011** concerning Engineering for _____ (hereinafter referred to as the "**Project**"); and,

WHEREAS, Paragraph ___ of the **Agreement**, (paragraph title), establishes _____; and,

WHEREAS, it has become necessary to amend the Agreement to _____

A. AGREEMENT

NOW THEREFORE, premises considered, the **Owner** and the **Engineer** agree that said **Agreement** is amended as follows:

1. Paragraph ___ of the **Agreement**, (paragraph title), is revised to

_____
_____
_____
_____
_____
_____
_____

All other provisions are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the Engineer and the Owner have caused this Supplemental Agreement to the Agreement for Professional Services to be executed as of the _____ day of _____, 20__.

THE ENGINEER:

BY:_____

Address for Giving Notices:

_____

_____

THE OWNER:
HIDALGO COUNTY

BY:_____
Ramon Garcia, County Judge

LIST OF ATTACHMENTS

(as required)

Client#: 11734 EXHIBIT "C" LGLABOR

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/29/2012

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	CONTACT NAME:	
Willis of Texas, Inc. 1400 N McColl Rd Suite 105 P O Drawer 3785 McAllen, TX 78502	PHONE (A/C, No, Ext): 956 682-9423	FAX (A/C, No): 956 687-1286
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
L & G Engineering Laboratory LLC, 2100 W Expressway 83 Mercedes, TX 78570	INSURER A : Landmark American Insurance Com	33138
	INSURER B : Texas Mutual Insurance Company	22945
	INSURER C : Hartford Casualty Ins Co	29424
	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 X **BI/PD Ded:10000** GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X	X	LHC735082	07/19/2012	07/19/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$2,000,000 $100,000 $5,000 $2,000,000 $2,000,000 $2,000,000
C	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X	X	65UENKN4458	07/19/2012	07/19/2013	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** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N: Y **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	X	TSF00010203000	07/23/2012	07/23/2013	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	**Professional Liab**	X	X	LHC735082	07/19/2012	07/19/2013	$1,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

The General Liability contains Additional Insured and Waiver of Subrogation to other form SS 00 08. Auto Liability contains Additional Insured and Waiver of Subrogation under endorsement Commercial Automobile Broad Form form HA 99 16 03 12. Workers Compensation contains Texas Waiver of Rights to Recover under form WC 42 03 04 A.

CERTIFICATE HOLDER

Hidalgo County
2802 S Business Hwy 83
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

Brian E. Lewis

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Leticia Saenz

From: Steve Crain [scrain@atlashall.com]
Sent: Friday, November 02, 2012 7:07 AM
To: 'Leticia Saenz'
Subject: RE: Review & Approve Contract #C-12-225-11-06-L&G Engineering (Geo Tech) on call-Pct 4

The agreement is fine.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Thursday, November 01, 2012 4:46 PM
To: 'Steve Crain'; 'Marynel Trevino'
Subject: RE: Review & Approve Contract #C-12-225-11-06-L&G Engineering (Geo Tech) on call-Pct 4
Importance: High

Mr. Crain-

Attached, you will find revised agreement for L&G Engineering Laboratory.

Please advise.

Letty

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Monday, October 29, 2012 7:44 AM
To: 'Leticia Saenz'
Subject: RE: Review & Approve Contract #C-12-225-11-06-L&G Engineering (Geo Tech) on call-Pct 4

The name on the contract does not match the name on the insurance contract.

From: Leticia Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
Sent: Friday, October 26, 2012 2:32 PM
To: 'Steve Crain'; 'Marynel Trevino'
Cc: 'Martha Salazar'; 'Darlene Betancourt'
Subject: Review & Approve Contract #C-12-225-11-06-L&G Engineering (Geo Tech) on call-Pct 4

Mr. Crain-

Please review and approve as to form (attached hereto) agreement **#C-12-225-11-06-L&G Engineering** for **(on call) "Professional Engineering Services" (Geo Technical Services)** for projects within **Hidalgo County Precinct 4.**

Note: to be placed on the next CC agenda of 11/06/12 for final approval.

Please advise.

Thank you.

APPROVED

AI-33638 **Purchasing Department** **19. C. 3.**
CC REGULAR
Meeting Date: 08/21/2012
Submitted For: Martha L. Salazar **Submitted By:** Nielda Cavazos, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of Geotechnical (Engineering) Services Providers (re: on call services) for Pct. #4 Projects;

Total Scores	L&G Engineering	PSI Engineering	Terracon
Evaluator 1	99	98	95
Ranking			

c. Authority for the Purchasing Department to negotiate a professional (Construction Management Services) contract with the No. 1 ranked firm of L&G ENGINEERING LAB for: the provision of professional Geotechnical (engineering) services (re: on call services) for Pct. #4 projects.

BACKGROUND

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	08/10/2012 10:53 AM
Budget & Management	Merlen P. Munoz	08/10/2012 04:48 PM
Manuel Chapa	Manuel Chapa	08/15/2012 11:18 AM
Auditor's Office	Angela Garcia	08/17/2012 05:03 PM

Form Started By: Nielda Cavazos Started On: 08/08/2012 03:21 PM
Final Approval Date: 08/17/2012

HIDALGO COUNTY PURCHASING DEPARTMENT ACCEPTANCE SHEET

DEPARTMENT NAME/DECRIPTION: HIDALGO COUNTY -Professional Engineering Services- *Geotechnical & Construction Materials Testing Pool"*

RFQ ACCEPTANCE DATE: *JANUARY 18, 2012* | ***RFQ ACCEPTANCE TIME:*** *9:30 A.M.*

RFQ NO: *2012-003-01-18-SMA* | **BUYER:** *Sandra Montalvo*

	NAME OF COMPANY	CD Included	ACKNOWLEDGMENT OF RECEIPT
1	MEG Engineers Group Inc.	2	1 original 7 copies
2	Raba Kistner	2	1 original 7copies
3	Earth Co.	2	1 original 7copies
4	L & G Engineering Lab.	2	1 original 7copies
5	Terracon	2	1 original 7copies
6	PSI	2	1 original 7copies
7			
8			
9			
10			
11			
12			
13			
14			
15			

AI-35047 **Closed Session 21. C.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2013-00146; Delma Cadena

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2012 02:17 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Monica Badillo Started On: 10/31/2012 02:10 PM

Final Approval Date: 11/02/2012

AI-35071 **Closed Session 21. D.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County vs Abraham Bello

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2012 08:36 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Aida Alvarez Started On: 11/01/2012 08:00 AM

Final Approval Date: 11/02/2012

AI-35073 **Closed Session 21. E.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Steve Crain **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

Case No. 7:08-CV-195 United States of America v. 0.04 acres of land, more or less, situated in Hidalgo County, TX; and unknown owners, et al.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2012 08:36 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Angela Garcia Started On: 11/01/2012 08:28 AM

Final Approval Date: 11/02/2012

AI-35049 **Closed Session 21. F.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Hector Loredo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2012 02:32 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Monica Badillo Started On: 10/31/2012

Final Approval Date: 11/02/2012

AI-35097 **Closed Session 21. G.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo County v. Guerra Construction

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2012 10:57 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Monica Badillo Started On: 11/02/2012

Final Approval Date: 11/02/2012

AI-35048 **Open Session 22. C.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

EEOC Charge No. 451-2013-00146; Delma Cadena

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2012 02:17 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Monica Badillo Started On: 10/31/2012 02:11 PM

Final Approval Date: 11/02/2012

AI-35072 **Open Session 22. D.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Valde Guerra **Submitted By:** Aida Alvarez, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Hidalgo County vs Abraham Bello

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2012 08:36 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Aida Alvarez Started On: 11/01/2012 08:02 AM

Final Approval Date: 11/02/2012

AI-35074 **Open Session 22. E.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted For: Steve Crain **Submitted By:** Angela Garcia, BUDGET & MANAGEMENT

Department: EXECUTIVE OFFICE

Information

CAPTION

Case No. 7:08-CV-195 United States of America v. 0.04 acres of land, more or less, situated in Hidalgo County, TX; and unknown owners, et al.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/01/2012 08:36 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Angela Garcia Started On: 11/01/2012 08:31 AM

Final Approval Date: 11/02/2012

AI-35050 **Open Session 22. F.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Hector Loredo

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	10/31/2012 02:32 PM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Monica Badillo Started On: 10/31/2012 02:28 PM

Final Approval Date: 11/02/2012

AI-35099 **Open Session 22. G.**

CC REGULAR

Meeting Date: 11/06/2012

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Hidalgo County v. Guerra Construction

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	11/02/2012 10:57 AM
Purchasing Department	Monica Badillo	11/02/2012 04:34 PM

Form Started By: Monica Badillo Started On: 11/02/2012

Final Approval Date: 11/02/2012