



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.

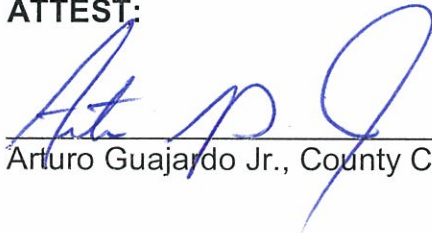
17. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, 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**

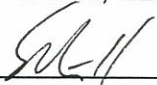
**ATTEST:**

  
\_\_\_\_\_  
Arturo Guajardo Jr., County Clerk

By:   
\_\_\_\_\_  
Ramon Garcia, County Judge

**APPROVED BY**  
**COMMISSIONERS' COURT**  
ON: 11/6/12 

**COMPANY: Vazaldua & Associates**  
By:   
\_\_\_\_\_  
Printed Name: Paul M Vazaldua Jr  
Title: Owner

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

|  |   |
|--|---|
| <p><b><u>US Postal Mail Address:</u></b><br/>Martha L. Salazar, CPPB, Purchasing Agent<br/>Hidalgo County Purchasing Department<br/>Administration Building<br/>2812 S. Business Hwy 281<br/>Edinburg, Texas 78539</p> | <p><b><u>Physical Address:</u></b><br/>Martha L. Salazar, CPPB, Purchasing Agent<br/>Hidalgo County Purchasing Department<br/>Administration Building<br/>2802 S. Business Hwy. 281<br/>Edinburg, Texas 78539</p> |
|--|---|

**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:

|  |   |
|--|---|
| <p><b><u>US Postal Mail Address:</u></b><br/>Martha L. Salazar, CPPB, Purchasing Agent<br/>Hidalgo County Purchasing Department<br/>Administration Building<br/>2812 S. Business Hwy 281<br/>Edinburg, Texas 78539</p> | <p><b><u>Physical Address:</u></b><br/>Martha L. Salazar, CPPB, Purchasing Agent<br/>Hidalgo County Purchasing Department<br/>Administration Building<br/>2802 S. Business Hwy. 281<br/>Edinburg, Texas 78539</p> |
|--|---|

**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](mailto: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. Clossner, 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

**PROJECT COST**

| <b>November</b>    | <b>December</b>   | <b>January</b>    | <b>February</b>   | <b>March</b>      | <b>April</b>      | <b>May</b>          |
|--------------------|-------------------|-------------------|-------------------|-------------------|-------------------|---------------------|
| <b>\$74,289.57</b> | <b>\$8,289.57</b> | <b>\$8,289.57</b> | <b>\$8,289.57</b> | <b>\$8,289.57</b> | <b>\$8,289.57</b> | <b>\$8,289.57</b>   |
|                    |                   |                   |                   |                   | <b>Total</b>      | <b>\$124,026.99</b> |



# WORK PLAN



# WORK PLAN

| November  | Project Director  | Project Counselor  | Administrative Liaison   | GradPoint Expert                     | Juveniles  |
|---|---|--|--|--------------------------------------|--|
| <ul style="list-style-type: none"> <li>• Enroll juveniles</li> <li>• Assessment (BASIS Test)</li> <li>• Train juveniles how online system works and how they will be monitored</li> <li>• Coordinate a schedule for tutoring with student</li> <li>• Allow system to assess weaknesses to identify needs for tutoring</li> <li>• Workshop #1</li> <li>• Workshop #2</li> <li>• Online credit recovery courses available 24/7</li> <li>• Provide tracking report to juvenile officials/courts</li> <li>• Submit monthly status report to State Funding Source</li> </ul> | <p style="text-align: center;">X</p> <p style="text-align: center;">X</p> <p style="text-align: center;">X</p> <p style="text-align: center;">X</p> | <p style="text-align: center;">X</p> <p style="text-align: center;">X</p> <p style="text-align: center;">X</p> | <p style="text-align: center;">X</p> <p style="text-align: center;">X</p> <p style="text-align: center;">X</p> | <p style="text-align: center;">X</p> | <p style="text-align: center;">X</p> <p style="text-align: center;">X</p> <p style="text-align: center;">X</p> |











# WORK PLAN

| May   | Project Director   | Project Counselor                                   | Administrative Liaison  | GradPoint Expert                                    | Juveniles  |
|---|--|---|---|---|--|
| <ul style="list-style-type: none"> <li>• Enroll juveniles</li> <li>• Assessment (BASI Test)</li> <li>• Train juveniles how online system works and how they will be monitored</li> <li>• Coordinate a schedule for tutoring with student</li> <li>• Allow system to assess weaknesses to identify needs for tutoring</li> <li>• Workshop #10</li> <li>• Online credit recovery courses available 24/7</li> <li>• Provide tracking report to juvenile officials/courts</li> <li>• Submit monthly status report to State Funding Source</li> <li>• Presentation to Board of Judges</li> </ul> | <ul style="list-style-type: none"> <li>X</li> <li>X</li> <li>X</li> <li>X</li> <li>X</li> <li>X</li> <li>X</li> <li>X</li> <li>X</li> <li>X</li> </ul> | <ul style="list-style-type: none"> <li>X</li> </ul> | <ul style="list-style-type: none"> <li>X</li> <li>X</li> <li>X</li> </ul> | <ul style="list-style-type: none"> <li>X</li> </ul> | <ul style="list-style-type: none"> <li>X</li> <li>X</li> </ul> |

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).

|  |  |   |               |
|--|--|---|---------------|
| <b>PRODUCER</b><br>Montalvo Insurance Agency<br>208 South Texas Blvd<br>PO Box 2<br>Weslaco TX 78599   |  | <b>CONTACT NAME:</b> San Juanita Palacios<br><b>PHONE (A/C, No, Ext):</b> (956) 968-5521<br><b>FAX (A/C, No):</b> (956) 969-9198<br><b>E-MAIL ADDRESS:</b> sanjuanita@montalvoinsurance.com |               |
| <b>INSURED</b><br>Paul M. Vazaldua Jr.<br>DBA Vazaldua & Associates<br>205 W. Iris<br>McAllen TX 78501 |  | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Beazley Insurance Company Inc.<br>INSURER B:<br>INSURER C:<br>INSURER D:<br>INSURER E:<br>INSURER F:                                     | <b>NAIC #</b> |

**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   |                         |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|-------------------------|
|          | <b>GENERAL LIABILITY</b><br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC |           |          |               |                         |                         | EACH OCCURRENCE  | \$                      |
|          |  |           |          |               |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                      | \$                      |
|          |  |           |          |               |                         |                         | MED EXP (Any one person)                                       | \$                      |
|          |  |           |          |               |                         |                         | PERSONAL & ADV INJURY  | \$                      |
|          |  |           |          |               |                         |                         | GENERAL AGGREGATE  | \$                      |
|          |  |           |          |               |                         |                         | PRODUCTS - COMP/OP AGG   | \$                      |
|          |  |           |          |               |                         |                         |  | \$                      |
|          | <b>AUTOMOBILE LIABILITY</b><br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   |           |          |               |                         |                         | COMBINED SINGLE LIMIT (Ea accident)                            | \$                      |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per person)                                     | \$                      |
|          |  |           |          |               |                         |                         | BODILY INJURY (Per accident)                                   | \$                      |
|          |  |           |          |               |                         |                         | PROPERTY DAMAGE (Per accident)                                 | \$                      |
|          |  |           |          |               |                         |                         |  | \$                      |
|          | <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR<br><b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE<br>DED    RETENTION \$  |           |          |               |                         |                         | EACH OCCURRENCE  | \$                      |
|          |  |           |          |               |                         |                         | AGGREGATE  | \$                      |
|          |  |           |          |               |                         |                         |  | \$                      |
|          | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below<br>Y/N <input type="checkbox"/> N/A  |           |          |               |                         |                         | WC STATUTORY LIMITS  | OTHER                   |
|          |  |           |          |               |                         |                         | E.L. EACH ACCIDENT   | \$                      |
|          |  |           |          |               |                         |                         | E.L. DISEASE - EA EMPLOYEE                                     | \$                      |
|          |  |           |          |               |                         |                         | E.L. DISEASE - POLICY LIMIT                                    | \$                      |
| A        | <b>Professional Liability</b><br><b>Miscellaneous-Claims Made</b>  |           |          | V13123120101  | 10/15/2012              | 10/15/2013              | Each Claim/Aggregate for policy period. Ded. \$1000 each claim | 1,000,000/<br>1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

|  |  |
|--|--|
| <b>CERTIFICATE HOLDER</b><br><br>Hidalgo County<br>2812 S. Business Hwy. 281<br>Edinburg, TX 78539 | <b>CANCELLATION</b><br><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br> |
|--|--|





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
11/09/2012

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).

|   |   |                             |
|---|---|-----------------------------|
| <b>PRODUCER</b><br><br>Connect Insurance<br>905 W FM 495 Ste 4<br>San Juan, TX 78589                            | CONTACT NAME: Oscar Martinez<br>PHONE (A/C No. Ext): 956-782-8191<br>E-MAIL ADDRESS: jeremy.pool@connectmyinsurance.com | FAX (A/C No.): 956-783-9413 |
|   | INSURER(S) AFFORDING COVERAGE<br>INSURER A: <b>KEMPER SPECIALTY</b>   |                             |
| <b>INSURED</b><br><br>PAUL VAZALDUA<br>DBA: VAZALDUA AND ASSOCIATES<br>205 W Iris Ave<br>Mcallen, TX 78501-1871 | INSURER B:  |                             |
|   | INSURER C:  |                             |
|   | INSURER D:  |                             |
|   | INSURER E:  |                             |
|   | INSURER F:  |                             |
|   | INSURER G:  |                             |

COVERAGES CERTIFICATE NUMBER: 00019914-5563 REVISION NUMBER: 10

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  | ADDITIONAL INSURER | SUBJECT MATTER | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS  |
|----------|--|--------------------|----------------|---------------|-------------------------|-------------------------|---|
|          | GENERAL LIABILITY<br><input type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC |                    |                |               |                         |                         | EACH OCCURRENCE \$<br>DAMAGE TO RENTED PREMISES (Per occurrence) \$<br>MED EXP (Any one person) \$<br>PERSONAL & ADV INJURY \$<br>GENERAL AGGREGATE \$<br>PRODUCTS - COMP/OP AGG \$<br>\$   |
| A        | AUTOMOBILE LIABILITY<br><input type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS<br><input type="checkbox"/> HIRED AUTOS<br><input checked="" type="checkbox"/> SCHEDULED AUTOS<br><input type="checkbox"/> NON-OWNED AUTOS   | Y                  | N              | 429093445     | 11/08/2012              | 11/08/2013              | COMBINED SINGLE LIMIT (Per accident) \$ <b>500,000</b><br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>UNINSURED/UNDER \$ <b>500000</b><br>EACH OCCURRENCE \$<br>AGGREGATE \$<br>\$ |
|          | UMBRELLA LIAB <input type="checkbox"/> OCCUR<br>EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br>DED <input type="checkbox"/> RETENTION \$  |                    |                |               |                         |                         | WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/><br>E.L. EACH ACCIDENT \$<br>E.L. DISEASE - EA EMPLOYEE \$<br>E.L. DISEASE - POLICY LIMIT \$  |
|          | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below   |                    | N/A            |               |                         |                         |   |

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.**  
  
 2008 TOYOTA HIGHLANDER  
 VIN # JTEDS41A882059030

|  |   |
|--|---|
| <b>CERTIFICATE HOLDER</b><br><br>COUNTY OF HIDALGO | <b>CANCELLATION</b><br><br>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<br><br>(OMA)  |

**Affidavit & Indemnity Agreement**

Date: November 9, 2012

Affiant: Paul M. Vazaldua, Jr.

Affiant on oath swears that the following statements are true and are within the personal knowledge of Affiant.

Affiant Paul M. Vazaldua, Jr. states he is a sole proprietor doing business as Vazaldua and Associates with Hidalgo County under **Contract# C-12-226-11-06** dated 11-06-12. Affiant will provide services for Hidalgo County under a Hidalgo County Purchase Order #                      as approved on                     .

Affiant further states that he has no employees and does not anticipate employing any during the term of this contract. In the event Affiant does employ any staff during the contract, Affiant shall immediately notify Hidalgo County and obtain the Workers Compensation required by law. Affiant further acknowledges that failure to do so will result in cancellation of the purchase order.

Affiant agrees to indemnify, defend and hold harmless the County of Hidalgo and its agents, employees and elected officials from and against any and all claims, suits, demands and causes of action, of any kind or nature, arising out of or in any way relating to the services performed by Affiant

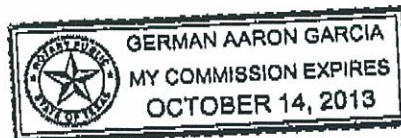
Further Affiant sayeth not.

*Paul M. Vazaldua Jr.*

Printed Name of Affiant: Paul M. Vazaldua, Jr.

SWORN AND SUBSCRIBED TO under oath before me on 9<sup>th</sup> day of November.

*German Aaron Garcia*  
Notary Public, State of Texas



**From:** Martha Salazar  
**To:** [gricelda.villarreal@co.hidalgo.tx.us](mailto: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

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Good Job. Please attach to Agenda Item so I can move on.

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**From:** Steve Crain [mailto:[scrain@atlashall.com](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.

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**From:** Martha Salazar [mailto:[martha.salazar@co.hidalgo.tx.us](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

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**From:** Cris Villarreal [mailto:[cris.villarreal@co.hidalgo.tx.us](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](mailto:cris.villarreal@co.hidalgo.tx.us)

*na* (c) Selection and engagement of an architect for the construction of additional pods

✓ 3. AI-34110 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.

*ok* 4. AI-35035 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);

**APPROVED**

✓ b. Approval of the final negotiated contract between Hidalgo County (with concurrence by 370th District Court) and Vazaldua and Associates for "Turnkey Solutions for Middle and High School Digital Credit Recovery and Life Skills Program.

*ok* 5. AI-34894 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)

*eff. Feb. 2013*

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.

*na* 6. AI-34779 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