

AI-36762

2. A.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: District Attorney

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Crim DA (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-080-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 2/1/13.

Attachments

LIT

Form Review

Inbox
Erika Zamora (Originator)
Budget & Management
Glinda Pacheco
Auditor's Office

Reviewed By
Erika Zamora
Obdett Calzada
Glinda Pacheco
Angela Garcia

Date
02/01/2013 02:56 PM
02/01/2013 03:23 PM
02/01/2013 03:32 PM
02/01/2013 05:10 PM

Form Started By: Erika Zamora

Started On: 02/01/2013 11:57 AM

Final Approval Date: 02/01/2013

DATE: February 5, 2013

2013

Transfer



DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for District Attorney

ACCOUNT NUMBER: 3-1100-412-00-080-002-0-XXX

Contact Person: Erika Zamora Ph#: (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Office & Computer Supplies	531	Telephone	275.00
			TOTAL	275.00

REASON:
To fund telephone expenditures through year end and open a purchase order for 2013.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36533

2. B.

CC CONSENT

Meeting Date: 02/05/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

2013 - Planning Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-419-10-210-001-0-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds Available as of 1/23/2013.

Attachments

LIT020513

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/18/2013 04:06 PM
Obdett Calzada	Obdett Calzada	01/23/2013 03:10 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Irma Castillo		Started On: 01/18/2013 01:46 PM
	Final Approval Date: 02/01/2013	



Raul E. Sesin, P.E.,
C.F.M.
PLANNING
ADMINISTRATOR

**HIDALGO COUNTY
PLANNING DEPT.**

DATE: January 18, 2013

DEPARTMENT HEAD: Raul E. Sesin, P.E.

DEPARTMENT NAME: Planning Department

ACCOUNT NUMBER: 3-1100-419-10-210-001-0.

SUBJECT: BUDGET LINE ITEM TRANSFER(S)

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

FROM ACCOUNT NUMBER	ACCOUNT NAME		TO ACCOUNT NUMBER	ACCOUNT NAME	AMOUNT
3-1100-419-10-210-001-0-529	Surety and Notary Bonds	→	3-1100-419-10-210-001-0-619	Other Misc. Supplies	\$71.00
3-1100-419-10-210-001-0-601	Office and Computer Supplies	→	3-1100-419-10-210-001-0-619	Other Misc. Supplies	\$89.14
3-1100-419-10-210-001-0-855	Late Fees, Penalties and Finance Charge	→	3-1100-419-10-210-001-0-619	Other Misc. Supplies	\$90.00
					\$250.14

Comments: Need to purchase 2 Cameras for the Inspectors

Department Head Signature

Approved Commissioners' Court

Date

Attest County Clerk

LIT012913

AI-36757

2. C.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Facilities Mgmt

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-419-40-220-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 2/1/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 11:11 AM
Obdett Calzada	Obdett Calzada	02/01/2013 02:11 PM
Auditor's Office	Angela Garcia	02/01/2013 04:28 PM
Obdett Calzada	Obdett Calzada	02/01/2013 04:42 PM
Form Started By: Erika Zamora		Started On: 02/01/2013 10:52 AM
Final Approval Date: 02/01/2013		

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: BLDG

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Management for Facilities Management

ACCOUNT NUMBER: 3-1100-419-40-220-001-0-XXX

SUBJECT: Intradepartmental transfer(s)



Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
431	Bldg & Other Struc. R&M Serv	890	Other	\$ 500.00
431	Bldg & Other Struc. R&M Serv	531	Telephone	\$ 2,368.00
TOTAL				\$ 2,868.00

REASON: MONIES NEEDED FOR PO REQ #230349 TX DEPT. OF LICENSING & REGULATION.
To fund telephone expenditures through year end and open a purchase order for 2013.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

 / /
DATE

ATTEST COUNTY CLERK

AI-33828

2013 Intradep.(line item) Transfers 2. D.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Yvonne Ramon Submitted By: Melanie Esparza, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

2013 - Elections (1100)

BACKGROUND

2013 Elections LIT

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/23/2013 11:02 AM
Purchasing Department	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Melanie Esparza		Started On: 08/21/2012 03:34 PM
	Final Approval Date: 02/01/2013	

DATE: January 23, 2013

2013

Transfer

AI- 33828



DEPARTMENT HEAD: Yvonne Ramon

DEPARTMENT NAME: Elections Department

ACCOUNT NUMBER: 3-1100-414-00-130-001-0-XXX

Contact Person: Rosie Diaz

Ph#: (956) 318-2570 Ext. 5715

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Elections Dept-Office & Computer Suppl	745	Elections Dept- Computer Equipment	\$3,830.00
601	Elections Dept-Office & Computer Suppl	531	Telephone	255.00
TOTAL				\$4,085.00

REASON: **Transfer to purchase computer equipment and To fund telephone expenditures through year end and open a purchase order for 2013.**

Approved by

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36740

2. E.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Indigent Defense

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Indigent Defense (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-009-003-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 1/31/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 10:43 AM
Ana Galvan	Ana Galvan	02/01/2013 03:16 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Erika Zamora		Started On: 01/31/2013 04:55 PM
	Final Approval Date: 02/01/2013	

DATE: February 5, 2013

2013

Transfer



DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Indigent Defense

ACCOUNT NUMBER: 3-1100-412-00-009-003-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
532	Wireless Devices	531	Telephone	15.00
TOTAL				15.00

REASON:
To fund telephone expenditures through year end and open a purchase order for 2013.

DEPARTMENT HEAD SIGNATURE

____ / ____ / ____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36727

2. F.

CC CONSENT

Meeting Date: 02/05/2013

Submitted By: Nielda Cavazos, PURCHASING
DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

2013 - Purchasing (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-18-160-001-0-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 1/31/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 03:43 PM
Obdett Calzada	Obdett Calzada	01/31/2013 04:00 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Nielda Cavazos		Started On: 01/31/2013 03:12 PM
	Final Approval Date: 02/01/2013	

AI-36759

2. G.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Sergio Cruz

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Co Wide Adm (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-00-115-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 2/1/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 11:29 AM
Glinda Pacheco	Glinda Pacheco	02/01/2013 11:56 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Erika Zamora		Started On: 02/01/2013 11:23 AM
	Final Approval Date: 02/01/2013	

DATE: February 5, 2013

2013

Transfer



DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Co Wide Adm

ACCOUNT NUMBER: 3-1100-415-00-115-002-0-XXX

Contact Person: Erika Zamora Ph#: (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
626	Gasoline/Diesel	899	Contingency	2,500.00
			TOTAL	2,500.00

REASON:
To fund telephone expenditures for JP Pct 5/Pl 1 and Master Court.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36573

2. H.

CC CONSENT

Meeting Date: 02/05/2013

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2013 - County Clerk's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-40-180-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 01/23/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/23/2013 10:23 AM
Ana Galvan	Ana Galvan	01/23/2013 04:19 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Rene Perez		Started On: 01/23/2013 08:52 AM
	Final Approval Date: 02/01/2013	

COUNTY OF HIDALGO

ARTURO GUAJARDO, JR. - COUNTY CLERK



DATE: 1/22/2013

DEPARTMENT HEAD: Arturo Guajardo, Jr

DEPARTMENT NAME: Hidalgo County Clerk's Office

ACCOUNT NUMBER: 3-1100-415-40-180-001-0

SUBJECT: Budget Intradepartmental Transfer in Accordance with Local Government Code, Chapter 111, Subchapter C.

Honorable Commissioner's Court of Hidalgo County:

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

FROM:		TO:		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	AMOUNT
432	Equipment & Vehicle R&M Services	431	BLDG&OTHR ST R&M SRV	\$750.00
		TOTAL		\$750.00

REASON: To pay for some up coming needed expenses.

 DEPARTMENT HEAD SIGNATURE

 APPROVED COMMISSIONERS COURT

 DATE

 ATTEST COUNTY CLERK

AI-36572

2. I.

CC CONSENT

Meeting Date: 02/05/2013

Submitted By: Rene Perez, COUNTY CLERK

Department: COUNTY CLERK

Information

CAPTION

2013 - CC County Rec Mgmt (1238)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1238-415-40-180-004-0-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 1/23/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/23/2013 10:20 AM
Obdett Calzada	Obdett Calzada	01/23/2013 04:30 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Rene Perez		Started On: 01/23/2013 08:50 AM
	Final Approval Date: 02/01/2013	

AI-36730

2. J.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Jaime Longoria

Submitted By: SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

2013 - County Judge (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-413-00-110-006-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 1/31/2013.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 03:44 PM
Obdett Calzada	Obdett Calzada	01/31/2013 04:07 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: SANDRA DELEON		Started On: 01/31/2013 03:30 PM
Final Approval Date: 02/01/2013		

DATE: January 31, 2013

DEPARTMENT HEAD: Judge Ramon Garcia

DEPARTMENT NAME: County Judge's Office

ACCOUNT NUMBER: 3-1100-413-00-110-006-0-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 NAME	TO OBJECT CODE	OBJECT NAME	AMOUNT
855	Late fees, Penalties & Finance	583	Travel out of County	5,000.00
855	Late fees, Penalties & Finance	584	Registration fees	2,500.00
855	Late fees, Penalties & Finance	581	Travel In County	1,000.00
855	Late fees, Penalties & Finance	540	Advertising	750.00
855	Late fees, Penalties & Finance	631	Bottled Water	500.00
855	Late fees, Penalties & Finance	640	Reference Materials	350.00
			TOTAL	10,100.00

REASON: Request needed for yearly expenditures.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-36555

2. K.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Dairen Sarmiento

Submitted By: Perla Lopez, HEALTH & HUMAN SERVICES DEPT.

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Human Services (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-444-00-240-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Available funds as of 1/22/13.

601 - -> 667 = \$1,200.00

601 - -> 619 = \$3,000.00

601 - -> 661 = \$2,000.00

601 - -> 664 = \$200.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Perla Lopez (Originator)	Perla Lopez	01/22/2013 09:34 AM
Budget & Management	Obdett Calzada	01/22/2013 01:15 PM
Glinda Pacheco	Glinda Pacheco	01/23/2013 09:34 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Perla Lopez		Started On: 01/22/2013 09:17 AM
	Final Approval Date: 02/01/2013	

DATE: February 5, 2013

2013
Transfer



DEPARTMENT HEAD: Dairen Sarmiento

DEPARTMENT NAME: Human Services (1100)

ACCOUNT NUMBER: 3-1100-444-00-240-001-0-XXX

Contact Person: Perla Lopez

Ph#: 956-318-2011

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Office & Computer Supplies	667	Minor Software	1,200.00
601	Office & Computer Supplies	619	Other Misc. Supplies	3,000.00
601	Office & Computer Supplies	661	Minor Office Furniture & Equipment	2,000.00
601	Office & Computer Supplies	664	Other Minor Equipment	200.00
TOTAL:				6,400.00

REASON: Intradepartmental Transfer to fund the purchase of 2 Microsoft Office licenses, 1 Adobe Professional license, 6 Printers, 2 Scanners & 1 dolly.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36599

2. L.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Eddie Olivarez

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

2013 - Health & Human Services Dept. (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-441-00-340-003-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 1/24/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 09:56 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Mike Escaname		Started On: 01/23/2013 04:41 PM
	Final Approval Date: 02/01/2013	

Date: January 23, 2013
 Department Head: Eduardo Olivarez, Chief Administrative Officer
 Department Name: Hidalgo County Health Department
 Account Number: 3-1100-441-00-340-003-0-xxx CLINICS
 Budget Line Item Transfer(s)

Honorable Commissioner's Court of Hidalgo County

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

FROM		TO		AMOUNT
ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	ACCOUNT NUMBER	ACCOUNT NAME (OBJECT CODE)	
3-1100-441-00-340-003-0-604	HEALTH CLINICS-MEDICAL & LAB SUPPL	3-1100-441-00-340-003-0-748	HEALTH CLINICS-OTHER EQUIPMENT	\$ 8,875.00
Amount				\$ 8,875.00

Revenue Account
 Amount Requested: \$ 8,875.00

Reason: Funds needed to meet anticipated expenditures.

DEPARTMENT HEAD SIGNATURE _____

APPROVED COMMISSIONER'S COURT DATE ATTEST COUNTY CLERK

AI-36566

2. M.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Norma Longoria

Submitted By: Margarita Gonzalez, WIC

Department: WIC

Information

CAPTION

2013 - WIC Mini Obesity (1292)

BACKGROUND

Line Item transfer

3.1292.441.00.350.015.3.xxx

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1292-441-00-350-015-3-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Available funds as of 1/29/13 in 2012 account.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/22/2013 04:47 PM
Glinda Pacheco	Glinda Pacheco	01/29/2013 11:10 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Margarita Gonzalez		Started On: 01/22/2013 04:30 PM
	Final Approval Date: 02/01/2013	

DATE: 01/22/13
WIC DIRECTOR: NORMA LONGORIA
DEPARTMENT NAME: HIDALGO COUNTY WIC PROGRAM
ACCOUNT NUMBER: 3.1292.441.00.350.015.3. WIC Mini Obesity
SUBJECT: BUDGET LINE ITEM TRANSFER

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with the Local Government Code

FROM		TO		
ACCOUNT NUMBER	Account Name	ACCOUNT NO.(S)	ACCOUNT NAME	AMOUNT
3.1292.441.00.350.015.3	603 Education/ Instruction Supp →	3.1292.441.00.350.015.3	113 Salaries	3,239.55
3.1292.441.00.350.015.3	603 Education/ Instruction Supp →	3.1292.441.00.350.015.3	211 Health Insurance	900.00
3.1292.441.00.350.015.3	603 Education/ Instruction Supp →	3.1292.441.00.350.015.3	212 Life Insurance	6.75
3.1292.441.00.350.015.3	603 Education/ Instruction Supp →	3.1292.441.00.350.015.3	220 FICA	390.15
3.1292.441.00.350.015.3	603 Education/ Instruction Supp →	3.1292.441.00.350.015.3	230 Retirement	526.32
3.1292.441.00.350.015.3	603 Education/ Instruction Supp →	3.1292.441.00.350.015.3	250 Unemployment Comp	25.50
3.1292.441.00.350.015.3	603 Education/ Instruction Supp →	3.1292.441.00.350.015.3	260 Workers Comp	11.73
Total:				5,100.00

REASON: To encumber cost for services that are needed.

AI-36558

2. N.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Commander Rene Gonzalez
Department: SHERIFF DEPT.

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Information

CAPTION

2013 - SHRF Fed Sharing - US Treas (1228)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1228-421-00-280-006-0-xxx

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 1/23/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/22/2013 12:03 PM
Budget & Management	Obdett Calzada	01/22/2013 01:18 PM
Obdett Calzada	Obdett Calzada	01/23/2013 03:17 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Rosie Hinojosa		Started On: 01/22/2013 11:16 AM
Final Approval Date: 02/01/2013		

AI-36696

2. O.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Commander Rene Gonzalez

Submitted By: Rosie Hinojosa, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office Federal Sharing - U.S. Department of Justice (Fund 1229)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1229-421-00-280-007-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 01/30/13.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/30/2013 02:30 PM
Budget & Management	Obdett Calzada	01/31/2013 04:22 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Rosie Hinojosa		Started On: 01/30/2013 12:58 PM
	Final Approval Date: 02/01/2013	

AI-36681

2. P.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Lydia Barrientes

Submitted By: Angela Garcia, BUDGET &
MANAGEMENT

Department: COUNTY COURT #3 (PROBATE)

Information

CAPTION

2013 - Probate Court (1243)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1243-412-00-023-002-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

AVAILABLE FUNDS AS OF 01/29/13 - \$8,500.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/29/2013 04:57 PM
Glinda Pacheco	Glinda Pacheco	01/30/2013 04:57 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Angela Garcia		Started On: 01/29/2013 04:31 PM
	Final Approval Date: 02/01/2013	

DATE: January 29, 2013

2013

Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management
Probate Court



ACCOUNT NUMBER: 3-1243-412-00-023-002-0-xxx

Contact Person: ANGELA GARCIA

Ph#: (956) 292-7025 Ext. 5401

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM <small>OBJECT CODE</small>	OBJECT DESCRIPTION	TO <small>OBJECT CODE</small>	OBJECT DESCRIPTION	AMOUNT
890	other	665	minor computer equipment	1,000.00
890	other	661	minor office furniture & equip.	1,000.00
TOTAL				\$ 2,000.00

REASON:
purchase laptop and fax machine

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36560

2. Q.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: JoAnna G. Guerra

Submitted By: Sylvia Solis, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - CCL 5 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-025-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 01/23/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/22/2013 01:37 PM
Ana Galvan	Ana Galvan	01/23/2013 05:06 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Sylvia Solis		Started On: 01/22/2013 01:21 PM
	Final Approval Date: 02/01/2013	

DATE: January 22, 2013

2013
Transfer



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for County Court at Law #5

ACCOUNT NUMBER: 3-1100-412-00-025-001-0-XXX

Contact Person: Sylvia V. Solis

Ph#: (956) 292-7025 Ext. 5423

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	780	CAPITAL LEASES	1,300.00
TOTAL:				1,300.00

REASON:
Intradepartmental Transfer to fund Xerox copier lease agreement.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36731

2. R.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Naomi DeSmith

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: COUNTY COURT #8

Information

CAPTION

2013 - CCL #8 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-028-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

AVAILABLE FUNDS AS OF 01/31/13 - \$92,401.00

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 04:32 PM
Auditor's Office	Obdett Calzada	01/31/2013 04:34 PM
Obdett Calzada	Obdett Calzada	01/31/2013 04:34 PM
Form Started By: Angela Garcia		Started On: 01/31/2013 03:39 PM
Final Approval Date: 01/31/2013		

AI-36745

2. S.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: 93rd DC

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - 93rd DC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-002-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 2/1/13.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
02/01/2013 10:45 AM
02/01/2013 05:10 PM
Started On: 02/01/2013 09:06 AM

Form Started By: Erika Zamora

Final Approval Date: 02/01/2013

DATE: February 5, 2013

2013

Transfer



DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for 93rd DC

ACCOUNT NUMBER: 3-1100-412-00-002-001-0-XXX

Contact Person: Erika Zamora Ph#: (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	531	Telephone	10.00
TOTAL				10.00

REASON:
To fund telephone expenditures through year end and open a purchase order for 2013.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36746

2. T.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: JP Pct 1/Pl 1

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - JP Pct 1/Pl 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-061-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 2/1/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 10:46 AM
Glinda Pacheco	Glinda Pacheco	02/01/2013 11:30 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Erika Zamora		Started On: 02/01/2013 09:32 AM
	Final Approval Date: 02/01/2013	

DATE: February 5, 2013

2013

Transfer



DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for JP Pct 1/Pl 1

ACCOUNT NUMBER: 3-1100-412-00-061-001-0-XXX

Contact Person: Erika Zamora Ph#: (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
601	Office & Computer Supplies	531	Telephone	46.00
TOTAL				46.00

REASON:
To fund telephone expenditures through year end and open a purchase order for 2013.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36736

2. U.

CC CONSENT

Meeting Date: 02/05/2013

Submitted By: Monica Badillo, EXECUTIVE
OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - J.P. Pct. #2, Pl. 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-063-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 02/01/2013.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 04:10 PM
Ana Galvan	Ana Galvan	02/01/2013 03:08 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Monica Badillo		Started On: 01/31/2013 04:04 PM
	Final Approval Date: 02/01/2013	

DATE: January 29, 2013

DEPARTMENT HEAD: BOBBY CONTRERAS

DEPARTMENT NAME: J.P., PCT. 2, PL. 1

ACCOUNT NUMBER: 1100-412-00-063-001-0

Contact Person: OFELIA ORTIZ

Ph#: (956) 784-3540

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



Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE		AMOUNT
890	OTHER	529	SURETY & NOTARY BONDS	\$ 100.00
TOTAL				\$ 100.00

REASON: NOT ENOUGH FUNDS ALLOCATED FOR THIS ACCOUNT

Bobby Contreras
DEPARTMENT HEAD SIGNATURE

1/31/13
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36755

2. V.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: JP Pct 4/PI 2

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - JP Pct 4/PI 2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-068-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 2/1/13.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
02/01/2013 11:09 AM
02/01/2013 05:10 PM
Started On: 02/01/2013 10:44 AM

Form Started By: Erika Zamora

Final Approval Date: 02/01/2013

DATE: February 5, 2013

2013

Transfer



DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for JP Pct 4/Pl 2

ACCOUNT NUMBER: 3-1100-412-00-068-001-0-XXX

Contact Person: Erika Zamora Ph#: (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
534	Internet	531	Telephone	3.00
TOTAL				3.00

REASON:
To fund telephone expenditures through year end and open a purchase order for 2013.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36690

2. W.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Judge E. Jackson

Submitted By: Ana Galvan, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Justice of the Peace Pct 5, Place 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-412-00-069-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 01/31/2013.

Attachments

Line Item Transfer

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
01/30/2013 04:44 PM
02/01/2013 05:10 PM
Started On: 01/30/2013 10:18 AM

Form Started By: Ana Galvan

Final Approval Date: 02/01/2013

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: January 30, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Management for Justice of the Peace Pct 5, Place 1

ACCOUNT NUMBER: 3-1100-412-00-069-001-0-XXX

SUBJECT: Intradepartmental transfer(s)



Contact: Ana Galvan
Ph#: 956-292-7025

Honorable Commissioners' Court of Hidalgo County:

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

FROM Object Code	Description	TO Object Code	Description	Amount
601	Office & Computer Supplies	583	Travel Out of County	\$ 335.00
529	Surety & Notary Bonds	583	Travel Out of County	\$ 250.00
640	Reference Materials	583	Travel Out of County	\$ 200.00
TOTAL				\$ 785.00

REASON: Transfer is needed to fund out of county travel for Judge Jackson.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /

DATE

ATTEST COUNTY CLERK

AI-36720

2. X.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Chief Campos

Submitted By: Angela Garcia, BUDGET & MANAGEMENT

Department: CONSTABLE PCT. #2

Information

CAPTION

2013 - Constable Pct. #2 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-292-001-0-xxx

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

available funding as of 01/31/13 - \$38,985.00

Attachments

LIT

Uniform Policy

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 11:17 AM
Glinda Pacheco	Glinda Pacheco	01/31/2013 03:51 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Angela Garcia		Started On: 01/31/2013 09:44 AM
	Final Approval Date: 02/01/2013	

DATE: January 31, 2013

2013
Transfer



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management
Constable Pct. #2

ACCOUNT NUMBER: 3-1100-421-00-292-001-0-xxx

Contact Person: ANGELA GARCIA

Ph#: (956) 292-7025 Ext. 5401

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM <small>OBJECT CODE</small>	OBJECT DESCRIPTION	TO <small>OBJECT CODE</small>	OBJECT DESCRIPTION	AMOUNT
890	Other	605	Clothing & Uniforms	4,000.00
TOTAL				\$ 4,000.00

REASON:
purchase uniforms

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

HIDALGO COUNTY, TEXAS
ADMINISTRATIVE POLICY MANUAL

Procedure:	U.1
Page:	1 of 4
Date Authorized:	10/--/2011
Supersedes:	

1. POLICY TITLE Uniform Policy

2. POLICY STATEMENT

It is the policy of the county that certain positions, as designated by each Elected Official or County Executive Officer for general fund departments, may be required to wear a uniform while on the job.

3. PURPOSE

The purpose of this policy shall be to maximize safe working conditions, reflect good appearance and to provide ease of recognition, and/or identification of designated employees by the public. This policy is necessary in order to help determine whether all or any part of the uniform expenditures will be considered a taxable fringe benefit to the employee.

Uniforms are excluded from wages of an employee if they are:

- Specifically required as a condition of employment, and
- Are not worn or adaptable to general usage as ordinary clothing.

4. GENERAL GUIDELINES

- A. Each Department Director will identify the positions within their respective department for which the wearing of a uniform is required. Department Directors should ensure that uniforms are absolutely necessary.
- B. Employees filling positions designated as requiring the wearing of a uniform must wear issued uniforms on the job on a daily basis once the employee receives his/her supply of uniforms.
- C. Each department requiring employees to wear uniforms must include funds for new issues and replacement of uniforms in their respective department annual budget.
- D. The purchasing of uniforms may be used in lieu of the rental of uniforms when considered more economical by the Elected Official or the County Executive Officer for General Fund Departments.

5. UNIFORM ISSUANCE

- A. When an employee is assigned to a position which has been designated as requiring a uniform, the employee's Department Director will authorize the issuance of uniforms. The employee must sign for all issued uniforms.

HIDALGO COUNTY, TEXAS
ADMINISTRATIVE POLICY MANUAL

Procedure:	U.1
Page:	2 of 4
Date Authorized:	10/--/2011
Supersedes:	

- B. The Department Director will determine the number of uniforms to be issued commensurate with the employee's expected field time, not to exceed six sets of uniforms.

6. APPEARANCE IN UNIFORM

- A. Personnel shall maintain a neat and professional appearance while in uniform that shall be representative of the County of Hidalgo.
- B. When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms.
- C. Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

7. APPROPRIATE ATTIRE FOR NON-UNIFORMED AND UNIFORMED PERSONNEL

- A. Non-Uniformed Employees wearing civilian attire will wear clothing that is acceptable for an office setting and keeping with other County Offices and Departments.
- B. Non-Uniformed and Uniformed Employees will ensure that their clothing is cleaned, free of stains, tears and holes.
- C. Non-Uniformed and Uniformed Employees authorized to wear jeans shall not wear jeans faded out, spotted with bleach or worn to the point that the cuffs are frayed or cut. The jeans cannot have holes in them.
- E. All button down shirts or blouses will be worn tucked in the pant line. The only exception is for women's blouses that are designed to be worn un-tucked. Examples of this type of blouse are those made with straight hem.

8. CASUAL ATTIRE

- A. On Fridays, or the last day of the workweek, Non-Uniformed Employees are allowed to wear jeans. Designed Uniformed employees shall not observe this practice unless authorized by the Department Director. Clothes should be neat, clean, and without holes or ragged edges.
- B. Attire that is considered inappropriate includes but is not limited to: shorts, low cut shirts/blouses, ratty jeans, T-shirts, athletic shoes, thong sandals, and any attire that exposes the midriff or undergarment, and any other attire that the supervisor deems inappropriate.

HIDALGO COUNTY, TEXAS
ADMINISTRATIVE POLICY MANUAL

Procedure:	U.1
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Supersedes:	

- C. Employees should keep their hair, beards, mustaches, or sideburns, clean, neatly combed or brushed and should not appear ragged or unkempt.

9. UNACCEPTABLE CASUAL ATTIRE

- A. Regardless of gender, it is not appropriate to wear your favorite old t-shirt, ripped jeans and sneakers. Keep in mind the “business” part of the business casual, and leave your old comfortable clothes at home.
- B. Pull over’s can be worn but must have collar and top buttons (polo style). All pull over’s will be worn tucked in the pant line. Henley style (collarless with buttons) pull over’s are not acceptable. Pull over shirts cannot be heavily designed with patterns.
- C. Hawaiian shirts or similar heavily patterned shirts are not acceptable wear for the office.
- D. Revealing clothing, transparent materials, micro-mini skirts, and or shorts prohibited.
- E. If you are assigned to go to a class, seminar or training and
- F. you are being paid to attend, you are expected to adhere to this dress policy.

11. CARE AND MAINTENANCE OF UNIFORMS

- A. Employees are personally responsible for the proper care, cleaning, alterations and repair of uniforms issued to them.
- B. If uniform item(s) becomes unserviceable the employee must launder the item and request a replacement.
- C. If an employee loses a uniform item, the employee will be charged the current cost for the item for a replacement.

10. IMPROPER UNIFORM WEAR PROHIBITED

- A. Personnel issued a uniform will not wear the uniform or any portion thereof while off-duty, to any political gathering, or any other public or private gathering or to any business, or location that may be deemed as inappropriate unless their presence is of an official nature.

12. TERMINATION OF EMPLOYMENT

- A. When an employee terminates with the County or is transferred into a position of which wearing a uniform is not required, the employee must return all uniform items

HIDALGO COUNTY, TEXAS
ADMINISTRATIVE POLICY MANUAL

Procedure: U.1
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Supersedes:

to their immediate supervisor no later than the date of termination or reassignment. All returned items must be laundered and in good condition.

- B. If the employee fails to return any uniform items the cost of the unreturned item(s) will be deducted from the employee's final payment.

13. POLICY VIOLATION AND REVISION

- A. An employee who does not wear the uniform specified, without a reason acceptable to the immediate supervisor, will be subject to disciplinary action, up to and including termination of employment.
- B. Employees may not wear county uniforms in any capacity other than when they are performing official business for the county.
- C. Failure to comply with the guidelines established in this policy may lead to disciplinary action up to and including termination of employment.

AI-36575

2. Y.

CC CONSENT

Meeting Date: 02/05/2013

Submitted By: Rachel Cavazos, CONSTABLE
PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2013 - Constable Pct. 3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-293-001-0-XXX

FUNDS AVAILABLE Y/N?: yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding available as of 1/24/13.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
01/23/2013 10:25 AM
02/01/2013 05:10 PM
Started On: 01/23/2013 09:14 AM

Form Started By: Rachel Cavazos

Final Approval Date: 02/01/2013

DATE: February 4, 2013

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 3-1100-421-00-293-001-0-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
605	CLOTHING AND UNIFORMS	342	INFO & CREDIT SERVICES	\$ 572.00
605	CLOTHING AND UNIFORMS	672	EQ. & VEH. R&M SUPPLIES	\$ 1,000.00
TOTAL				\$ 1,572.00

REASON: TO COVER CHARGES FOR LEXIS NEXIS FOR YEAR 2013.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

_____/_____/_____
DATE

ATTEST COUNTY CLERK

AI-36662

2. Z.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Precinct #1

Submitted By: Olga Garza, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Precinct #1 Administration (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-121-004-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 1/28/13.

Attachments

Intradept. Transfer

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
01/28/2013 09:43 AM
02/01/2013 05:10 PM
Started On: 01/28/2013 09:29 AM

Form Started By: Olga Garza

Final Approval Date: 02/01/2013

DATE: February 5, 2013

2013
Transfer



DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget & Management for Pct. 1 Administration

ACCOUNT NUMBER: 3-1200-431-00-121-004-0-XXX

Contact Person: Olga Garza

Ph#: (956) 292-7025 Ext. 5427

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
609	AGRI & LANDSCAPING SUPPL	810	DUES & MEMBERSHIPS	410.00
TOTAL				410.00

REASON: Intradepartmental Transfer to cover membership fees.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36693

2. AA.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Precinct #1

Submitted By: Olga Garza, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Precinct 1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-452-00-121-013-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds as of 1/30/13.

Attachments

REVISED LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/30/2013 11:36 AM
Obdett Calzada	Obdett Calzada	01/30/2013 01:45 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Olga Garza		Started On: 01/30/2013 11:07 AM
	Final Approval Date: 02/01/2013	

AI-36505

2. BB.

CC CONSENT

Meeting Date: 02/05/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. 2 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-466-00-122-082-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$2,688.60 as of 1/17/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/17/2013 10:50 AM
Glinda Pacheco	Glinda Pacheco	01/23/2013 09:14 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Katia Garcia		Started On: 01/17/2013 10:12 AM
	Final Approval Date: 02/01/2013	

DATE: January 17, 2013

2013

Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

AI-36505



DEPARTMENT NAME: Hidalgo County Precinct No. 2
S.TOWER CRC

ACCOUNT NUMBER: 3-1100-466-00-122-082-0-XXX

Contact Person: Katia Garcia

Ph#: (956) 787-1891 Ext. 2027

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	OTHER	671	BLDG & OTHER STRUC R&M Supplies	\$250.00
TOTAL				\$250.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36751

2013 IntraDept.(line item) Transfers 2. CC.

CC CONSENT

Meeting Date: 02/05/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. 2 CW Mechanic Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-004-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$4,347.57 as of 2/1/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 01:16 PM
Purchasing Department	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Katia Garcia		Started On: 02/01/2013 10:33 AM
	Final Approval Date: 02/01/2013	

DATE: February 1, 2013

2013

Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

AI-36751



DEPARTMENT NAME: Hidalgo County Precinct No. 2
CW Shop

ACCOUNT NUMBER: 3-1200-431-00-122-004-0-XXX

Contact Person: Katia Garcia

Ph#: (956) 787-1891 Ext. 2027

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
748	OTHER EQUIPMENT	432	EQUIP&VEH R&M SRV	\$1,500.00
TOTAL				\$1,500.00

REASON: **Transfer needed to cover anticipated expenditures.**

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36742

2. DD.

CC CONSENT

Meeting Date: 02/05/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct.2 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-432-00-122-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$1,200.98

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 11:07 AM
Glinda Pacheco	Glinda Pacheco	02/01/2013 11:45 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Katia Garcia		Started On: 01/31/2013 05:05 PM
	Final Approval Date: 02/01/2013	

DATE: January 31, 2013

2013

Transfer

DEPARTMENT HEAD: Hector "Tito" Palacios

AI-36742



DEPARTMENT NAME: Hidalgo County Precinct No. 2
Sanitation

ACCOUNT NUMBER: 3-1100-432-00-122-001-0-XXX

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

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
619	OTHER MISC SUPPLIES	640	REFERENCE MATERIALS	\$50.00
TOTAL				\$50.00

REASON: **Transfer needed to cover anticipated expenditures.**

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36750

2. EE.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Pct. 3 Adm

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Pct 3 Adm (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-123-004-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 2/1/13.

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
02/01/2013 10:47 AM
02/01/2013 05:10 PM
Started On: 02/01/2013 10:16 AM

Form Started By: Erika Zamora

Final Approval Date: 02/01/2013

DATE: February 5, 2013

2013

Transfer



DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Pct. 3 Adm

ACCOUNT NUMBER: 3-1200-431-00-123-004-0-XXX

Contact Person: Erika Zamora Ph#: (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Other	531	Telephone	664.00
TOTAL				664.00

REASON:
To fund telephone expenditures through year end and open a purchase order for 2013.

DEPARTMENT HEAD SIGNATURE

_____/_____/_____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36747

2. FF.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Pct. 3 Sanitation

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Pct 3 Sanitation (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-432-00-123-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 2/1/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 10:46 AM
Obdett Calzada	Obdett Calzada	02/01/2013 02:09 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Erika Zamora		Started On: 02/01/2013 10:08 AM
	Final Approval Date: 02/01/2013	

DATE: February 5, 2013

2013

Transfer

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Pct. 3 Sanitation



ACCOUNT NUMBER: 3-1100-432-00-123-001-0-XXX

Contact Person: Erika Zamora **Ph#:** (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
550	Printing & Binding	531	Telephone	18.00
TOTAL				18.00

REASON:
To fund telephone expenditures through year end and open a purchase order for 2013.

DEPARTMENT HEAD SIGNATURE

____ / ____ / ____
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36748

2. GG.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Pct. 3 Parks

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Pct 3 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-452-00-123-008-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 2/1/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 10:47 AM
Ana Galvan	Ana Galvan	02/01/2013 04:57 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Erika Zamora		Started On: 02/01/2013 10:10 AM
	Final Approval Date: 02/01/2013	

DATE: February 5, 2013

2013

Transfer



DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Department of Budget & Management for Pct. 3 Parks

ACCOUNT NUMBER: 3-1100-452-00-123-008-0-XXX

Contact Person: Erika Zamora Ph#: (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
550	Printing & Binding	531	Telephone	65.00
TOTAL				65.00

REASON: To fund telephone expenditures through year end and open a purchase order for 2013.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36670

2. HH.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Comm. J. Palacios

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct 4 Rd. Maint (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-124-007-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available as of 02/01/2013.

Attachments

Revised Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/30/2013 10:52 AM
Ana Galvan	Ana Galvan	02/01/2013 10:23 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Veronica Lopez		Started On: 01/29/2013 09:36 AM
	Final Approval Date: 02/01/2013	

AI-36688

2. II.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Comm. J. Palacios

Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct 4 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-452-00-124-009-0-XXX

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

890 --> 679 \$60.00

Funds available as of 01/30/12

Attachments

LIT

Form Review

Inbox
Budget & Management
Auditor's Office

Reviewed By
Obdett Calzada
Angela Garcia

Date
01/30/2013 10:52 AM
02/01/2013 05:10 PM
Started On: 01/30/2013 10:02 AM

Form Started By: Veronica Lopez

Final Approval Date: 02/01/2013

DATE: February 4, 2013

DEPARTMENT HEAD: Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No. 4
Parks

ACCOUNT NUMBER: 3-1100-452-00-124-009-0-XXX

Contact Person: Veronica Lopez

Ph#: (956) 383-3112 Ext. 4019

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

2013

Intradepartmental Transfer

AI-36688



Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
890	Pct4 Parks- Other	679	Pct4 Parks- Other R&M supplies	\$60.00
TOTAL				\$60.00

REASON:
Transfer needed for repair and maintenance supplies at 186 location.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-36723

3. A.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Child Protection Court

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Child Protection Court (1100):

Approval of 2013 interdepartmental transfer from Child Welfare Defense to Child Protection Court in the amount of \$20,721.00 to fund operating budget.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-41X-00-XX5-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds from Child Welfare Defense available as of 1/31/13.

Attachments

Revised Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 03:42 PM
Sylvia Solis	Sylvia Solis	02/01/2013 11:02 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Erika Zamora		Started On: 01/31/2013 02:28 PM
	Final Approval Date: 02/01/2013	

DATE: February 5, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Child Protection Court

ACCOUNT NUMBER: 3-1100-41X-X0-XX5-0XX-0-XXX

CONTACT PERSON: Erika Zamora PHONE: (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM			
3-1100-412-30-115-083-0- 333	CHILD WELFARE DEFENSE	LEGAL SERVICES	(20,721.00)
TO			
3-1100-412-00-055-001-0- 601	CHILD PROTECTION COURT	OFFICE & COMPUTER SUPPLIES	4,000.00
3-1100-412-00-055-001-0- 531	CHILD PROTECTION COURT	TELEPHONE	21.00
3-1100-412-00-055-001-0- 661	CHILD PROTECTION COURT	MINOR OFFICE FURN & EQUIPMENT	5,300.00
3-1100-412-00-055-001-0- 743	CHILD PROTECTION COURT	OFFICE FURN & EQUIPMENT	4,500.00
3-1100-412-00-055-001-0- 631	CHILD PROTECTION COURT	BOTTLED WATER	100.00
3-1100-412-00-055-001-0- 442	CHILD PROTECTION COURT	EQUIP & VEHICLE RENTALS	50.00
3-1100-412-00-055-001-0- 780	CHILD PROTECTION COURT	CAPITAL LEASES	3,000.00
3-1100-412-00-055-001-0- 339	CHILD PROTECTION COURT	OTHER PROF SRV	2,000.00
3-1100-412-00-055-001-0- 529	CHILD PROTECTION COURT	SURETY & NOTARY BONDS	150.00
3-1100-412-00-055-001-0- 665	CHILD PROTECTION COURT	MINOR COMPUTER EQUIPMENT	1,600.00
TOTAL BUDGET INCREASE (DECREASE)			0.00

REASON: To fund operating budget for Child Protection Court

SIGNATURE

/ /

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-36760

3. B.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Various Depts

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Various Departments (1100):

Approval of 2013 inter-departmental transfer from Co. Wide Adm-Contingency to Various Departments in the amount of \$2,314.00 to fund telephone expenditures through year end.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-415-00-115-002-0-899

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

BUDGETARY IMPACT:

Funds from Co Wide Adm-Contingency are pending approval of AI-36759 CC 2/5/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 11:41 AM
Rosalinda Cantu	Rosie Cantu	02/01/2013 01:27 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Erika Zamora		Started On: 02/01/2013 11:29 AM
	Final Approval Date: 02/01/2013	

DATE: February 5, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Various Depts

ACCOUNT NUMBER: 3-1100-41X-00-XXX-00X-0-XXX

CONTACT PERSON: Erika Zamora PHONE: (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
3-1100-415-00-115-002-0- 899	CO WIDE ADM CONTINGENCY	(2,314.00)
TO		
3-1100-412-00-031-001-0- 531	MASTER COURT TELEPHONE	645.00
3-1100-412-00-069-001-0- 531	JP PCT 5/PL 1 TELEPHONE	1,669.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund telephone expenditures through year end and open a purchase order for 2013.

SIGNATURE

_____/_____/_____
DATE

COMMISSIONERS COURT

ATTEST, COUNTY CLERK

AI-36758

3. C.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Pct 1 CRC

Submitted By: Erika Zamora, BUDGET &
MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 1 CRC (1100):

Approval of 2013 interdepartmental transfer from Pct. 1 Parks to Pct. 1 CRC in the amount of \$39.00 to fund telephone expenditures through year end.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-4XX-00-121-0XX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available as of 2/1/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	02/01/2013 11:29 AM
Ivan Cantu	Ivan Cantu	02/01/2013 02:16 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Erika Zamora		Started On: 02/01/2013 11:18 AM
	Final Approval Date: 02/01/2013	

DATE: February 5, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 1
CRC

ACCOUNT NUMBER: 3-1100-4XX-00-121-0XX-0-XXX

CONTACT PERSON: Erika Zamora PHONE: (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
3-1100-452-00-121-013-0- 679	PCT 1 PARKS OTHER R&M SUPPLIES	(39.00)
TO		
3-1100-466-00-121-050-0- 531	PCT 1 CRC TELEPHONE	39.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund telephone expenditures through year end in order to open purchase order for 2013.

SIGNATURE

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

COMMISSIONERS COURT

AI-36738

3. D.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Pct. 2 Adm

Submitted By: Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Pct. 2 Adm (1200):

Approval of 2013 interdepartmental transfer from Pct. 2 Rd Maint to Pct. 2 Adm in the amount of \$2,750.00 to fund telephone expenditures through year end.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-00X-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available in Pct. 2 Rd Maint-Other as of 1/31/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 04:54 PM
Roland Garcia	Rolando Garcia	02/01/2013 09:42 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Erika Zamora		Started On: 01/31/2013 04:43 PM
	Final Approval Date: 02/01/2013	

DATE: February 5, 2013

DEPARTMENT HEAD: Sergio Cruz

2013
Transfer



DEPARTMENT NAME: Dept. of Budget & Mgmt for Pct. 2
Adm

ACCOUNT NUMBER: 3-1200-431-00-122-00X-0-XXX

CONTACT PERSON: Erika Zamora PHONE: (956) 292-7025 Ext. 5416

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
3-1200-431-00-122-006-0- 890	PCT 2 RD MAINT OTHER	(2,750.00)
TO		
3-1200-431-00-122-005-0- 531	PCT 2 ADM TELEPHONE	2,750.00
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:

To fund telephone expenditures through year end in order to open purchase order for 2013.

SIGNATURE

_____/_____/_____
DATE

ATTEST, COUNTY CLERK

COMMISSIONERS COURT

AI-36734

3. E.

CC CONSENT

Meeting Date: 02/05/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Pct#2 R&B (1200):

Approval of 2013 interdepartmental transfer within R&B Fund 1200 from program (006) to program(s) (047,051) in the total amount of \$65,000.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-122-XXX-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available \$500,885.15 as of 1/31/13.

Attachments

Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/31/2013 04:39 PM
Roland Garcia	Rolando Garcia	02/01/2013 01:56 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Katia Garcia		Started On: 01/31/2013 03:54 PM
	Final Approval Date: 02/01/2013	

DATE: February 1, 2013

DEPARTMENT HEAD: Hector "Tito" Palacios

DEPARTMENT NAME: **Hidalgo County Precinct No.2**

ACCOUNT NUMBER: 3-1200-431-00-122-0XX-0-XXX

2013
TRANSFER
AI-36734



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

Contact: Katia Garcia
Ph#: 956-787-1891 Ext. 2027

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
FROM		
3-1200-431-00-122-006-0-890	PCT 2 RD MAINT-OTHER	(\$65,000.00)
TO		
3-1200-431-00-122-047-0-711	PCT 2 MCCOLL OFFSITE DRNG-ROW	\$44,000.00
3-1200-431-00-122-051-0-711	PCT 2 EL GATO RD(W ALAMO-TOWER)-ROW	\$21,000.00
TOTAL BUDGET INCREASE (DECREASE)		

REASON:
Transfer from PCT 2 R&B into PCT 2 MCCOLL OFFSITE DRAINAGE PROJECT & PCT 2 EL GATO RD (W ALAMO-TOWER) PROJECT to cover anticipated expenditures for the PROJECT.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE

ATTEST COUNTY CLERK

AI-36692

4. A.

CC CONSENT

Meeting Date: 02/05/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)
2. Certificate of Water Service Availability under Texas Local Government Code Section 232.029 (c) (2)

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 02-05-13

Pct 1 Water Service Availability 02-05-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/30/2013 10:54 AM
Dale Kennan	Dale Kennan	01/30/2013 01:42 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Irma Castillo		Started On: 01/30/2013 10:34 AM
	Final Approval Date: 02/01/2013	

PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS		
	APPLICANT	APPLICATION NO.
1.	IRMA TOVAR	1-9686
2.	DRAGO HERNANDEZ	1-9685
	COMM. COURT: FEBRUARY 5, 2013	



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

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

Precinct 2 3 4

Application No: 1-9685

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

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

Name: Drago Hernandez

Address: P.O. Box 2193
Elisa Tx, 78543

Water Supplier: N.A.W.S.C.

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

Phone: 956-267-8565

Account/ESI No.: N/A
 Temporary Pole Permanent Service

regarding the land described as:

Monte Alto Heights lot #21

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

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

- Yes A plat has been prepared;
- Yes A plat has been reviewed and approved by the Commissioners Court;
- Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- Yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- No individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 7/24/02);

(verified by Gilbert Roena);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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1304 South 25th Street
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Mission, TX 78572
956-205-7045
956-205-7049

Precinct O 2 3 4

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

Application No: 1-9685

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

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

PARTY MAKING REQUEST:

Name: Drago Hernandez
Address: P.O. Box 2193 Elsa Tr,
78543
Phone: 956, 262-8565

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

Monte Alto Heights lot #21

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Drago Hernandez
Requesting Party (Signature)

1/28/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) permit

.....
This part to be filled out by receiving county official:

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

1/28/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:

1-9685

Jan. 28, 2013

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

M5757-00-000-0021-00

[1] OWNER: HERNANDEZ, DRAGO
AGUIRRE, YADIRA B.
PO BOX 2193
ELSA, TX 78543
Telephone No. 262-8565

[7] LEGAL DESC./NAME OF SUBDIVISION
MONTE ALTO HEIGHTS LOT 21

LOCATION: 0 VALDEZ RD. & FM 88

[2] CONTRACTOR: SELF

[8] SEWAGE: PUBLI

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

[10] EST. COST OF CONST.: \$5,000

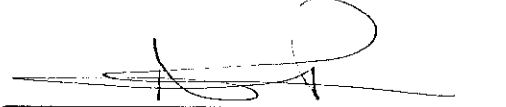
[5] SIZE OF STRUCTURE: 1,024 Sq. Ft.


[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

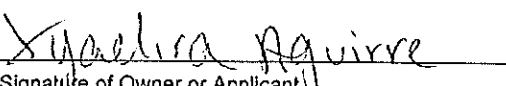
[6] USE OF BUILDING: RES. ZONE X

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL COUNTY SETBACKS & REG.
FRONT 25' REAR 35' SIDES 6' FINISH FLOOR ELEV.
18" ABOVE CENTERLINE OF STREET

FOR COUNTY USE ONLY APPLICATION FEES


Prepared by _____ Date 1/28/13


Approved by Jonathan Isidro Date 1/25/13


Signature of Owner or Applicant _____ Date 1-28-13

OTHER _____
TOTAL AMOUNT \$30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0350 C Pct: 1

Community No.: 480334

Certification of Elevation
Required: YES NO BFE

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

[NOTICE]

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

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

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

WARRANTY DEED WITH VENDOR'S LIEN

Date: October 4, 2010

Grantor: HECTOR GUERRA

Grantor's Mailing Address:

HECTOR GUERRA
824 Del Oro Lane
Pharr, Texas 78577
Hidalgo County

Grantee: DRAGO HERNANDEZ and wife, YADIRA BERENICE AGUIRRE

Grantee's Mailing Address:

DRAGO HERNANDEZ and wife, YADIRA BERENICE AGUIRRE
P O Box 2193
Elsa, Texas 78543
Hidalgo County

Consideration: TEN AND NO/100 DOLLARS and other good and valuable consideration and the further consideration of a note of even date, that is in the principal amount of ELEVEN THOUSAND FIVE HUNDRED EIGHTY TWO AND 24/100 DOLLARS (\$11,582.24) and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date, from Grantee to DENISE YVETTE GUERRA, Trustee

Property (including any improvements):

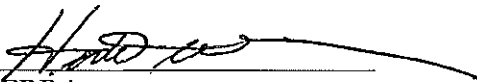
Lot (21), MONTE ALTO HEIGHTS, an Addition to the City of Monte Alto, Hidalgo County, Texas, according to the map thereof recorded in Volume 40, Pages 89-91, Map Records of Hidalgo County, Texas.

Exceptions to Conveyance and Warranty:

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

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

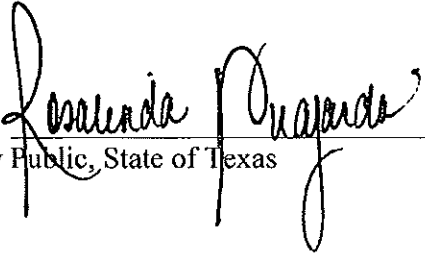
When the context requires, singular nouns and pronouns include the plural.


HECTOR GUERRA

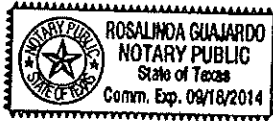
ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF HIDALGO }

This instrument was acknowledged before me on October 4, 2010 by HECTOR GUERRA.



Notary Public, State of Texas



PREPARED IN THE OFFICE OF:

HECTOR GUERRA
824 Del Oro Lane
Pharr, Texas 78577

AFTER RECORDING RETURN TO:

MR. & MRS. DRAGO HERNANDEZ
P O Box 2193
Elsa, Texas 78543



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct No.1 Substation
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956-968-4734
956-973-7850

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

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

Precinct 1 2 3 4

Application No: 1-9686

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Irma Lopez

Address: 323 N. Stewart Blvd.
Altam, TX 78573

Phone: 956-222-0748

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

Water Supplier: NAWSC

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

Account/ESI No.: N/A
 Temporary Pole Permanent Service

regarding the land described as:

Oak Hill Ranch Ph. 1 lot # 10

on / / , 20 , the Hidalgo County Commissioners Court, at a meeting duly called and noticed in accordance with the Texas Open Meetings Act, made the following determinations regarding plat and utility status of the land herein described pursuant to Texas Local Government Code Section 232.028(b):

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

- Yes A plat has been prepared;
- Yes A plat has been reviewed and approved by the Commissioners Court;
- Yes water service facilities have been constructed or installed to service the subdivision under Local Government Code Section 232.023 and are fully operable;
- No an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable;
- Yes individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023;
- Yes electrical and gas facilities, if available, have been constructed or installed to service the subdivision under Section 232.023.

(Date approved 3/22/07);

(verified by Gilbert Pecora);

(verified by [Signature]);

(verified by [Signature]);

(verified by [Signature]);

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

Precinct 1 2 3 4

Application No: 1-9686

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

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

PARTY MAKING REQUEST:

Name: Irma TORAR
Address: 323 N. Greenet Blvd
Alton, TX 78573
Phone: 956-222-0748

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

Cak Hill Ranch Ph. #7 lot #10

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Irma Torar
Requesting Party (Signature)

1/28/13
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

- Deed
- Executory Contract
- Lease
- Rent Receipt
- Affidavit
- Other (describe) permit

.....
This part to be filled out by receiving county official:

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

1/29/13
Date

[Signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 1-9686 Jan. 28, 2013

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

O0557-01-000-0010-00

[1] OWNER: TOVAR, IRMA L.

[7] LEGAL DESC./NAME OF SUBDIVISION OAK HILL RANCH PH 1 LOT 10

323 N. STUART BLVD. ALTON TX 78573

Telephone No. 222-0748

LOCATION: 0 MILE 20 & FM 88

[2] CONTRACTOR: SELF

[8] SEWAGE: EXIST

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: BLOC

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

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

[5] SIZE OF STRUCTURE: 2,500 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES NO

[6] USE OF BUILDING: REST. ZONE X-25

Special Conditions: No construction allowed over any easements. MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS SETBACKS FRONT:100' REAR:35' SIDES:20' MIN. ELEV. ABOVE TOP OF CETERLINE OF ST. 18"

FOR COUNTY USE ONLY APPLICATION FEES

Prepared by [Signature] Date 1/20/13

OTHER TOTAL AMOUNT \$30.00 Light [X] Water [X]

Approved by [Signature] Date 1/22/13

Flood Zone: NO Panel No. /Suffix: 03502 Pct: 0

Signature of Owner or Applicant [Signature] Date 1/28/13

Community No.: 480334 Certification of Elevation Required: YES NO BFE

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

[NOTICE]

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

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

DEED OF TRUST

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

Date: October 22, 2011

Grantor: Irma Linda Tovar and Jaime Cavazos Jr.
Grantor's Mailing Address (including county):
323 N. Stewart Blvd.
Alton, Texas 78573
Hidalgo County, Texas

Trustee: Alan D. Monroe
Trustee's Mailing Address (including county):
3111 W. Freddy Gonzalez Dr.
Edinburg, Texas 78539
Hidalgo County, Texas

Beneficiary: Jack McClelland
Beneficiary's Mailing Address:

2614 West Freddy Gonzalez
Edinburg, Texas 78539

Note:

Date: October 22, 2011
Amount: Forty-Eight Thousand Five Hundred and 0/100 Dollars (\$48,500.00)
Maker: Irma Linda Tovar and Jaime Cavazos Jr.

Payee: Jack McClelland

Property (including any improvements):

Lot(s) 10, Oak Hill Ranch Subdivision, Phase I, Hidalgo County, Texas, as shown by the map or plat thereof recorded in Volume 52, Pages 161-169, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Other Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;

Grantor's change of address. If Beneficiary specifies a procedure for reporting Grantor's change of address, Grantor shall only report a change of address through that specified procedure. There may be only one address under this Deed of Trust at any one time. Any notice to Beneficiary shall be given by delivering it by first class mail to Beneficiary's address stated herein unless Beneficiary has designated another address, notice to Grantor. Any notice in connection with this Deed of Trust shall not be deemed to have been given to Beneficiary until actually received by Beneficiary. If any notice required by this Deed of Trust is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Deed of Trust.

16. Tax and Insurance Reserve.

Upon the written request of Beneficiary in Beneficiary's sole discretion at any time, Grantor agrees to create a fund or reserve for the payment of all insurance premium and/or taxes and assessments against or affecting the Property by paying to Beneficiary, with each installment payment under the Note prior to the maturity of the Note, a sum equal to: (i) the amount authorized to be escrowed under applicable federal law; or, if no federal law is applicable to maintaining escrow accounts with respect to the Property, (ii) (a) premiums that will next become due and payable on the hazard insurance policies covering the Property, or any part thereof, (b) plus, if Beneficiary so requests, taxes and assessments next due on the Property, or any part thereof, as estimated by Beneficiary, (c) plus, if Beneficiary so requests, all sums previously advanced by Beneficiary for taxes and/or insurance on the Property, (d) less all sums paid previously to Beneficiary therefor, divided by the number of installment payments to be made before one month prior to the date when such premiums, taxes and/or assessments will become delinquent; such sums to be held by Beneficiary, without interest, unless interest is required by applicable law, for the purpose of paying such premiums, taxes and/or assessments. Any excess reserve shall be handled as required by applicable federal law, or if federal law does not govern the disposition of such excess reserve, then at the discretion of Beneficiary, such excess reserve will be credited by Beneficiary on subsequent reserve payments or subsequent payments to be made on the note. Any deficiency shall be paid by Grantor to Beneficiary as required by applicable federal law, or if federal law does not apply to maintaining escrow accounts with respect to the Property, before one month prior to the date when such premiums, taxes and assessments shall become delinquent. Unless prohibited by federal law, transfer of legal title to the Property shall automatically transfer the interest of Grantor in all sums deposited with Beneficiary under the provisions hereof or otherwise.

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

BY SIGNING BELOW, Grantor accepts and agrees to the terms and covenants contained in this Deed of Trust.

Irma Linda Tovar 10-22-11

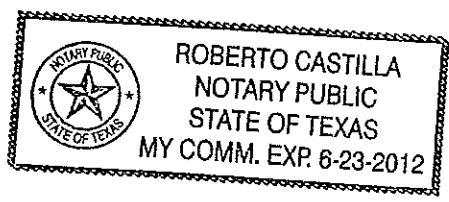
Jaime Cavazos Jr. 10-22-11

State of Texas
County of Hidalgo

(Acknowledgment)

This instrument was acknowledged before me on the 22 day of October, 2011, by Irma Linda Tovar.

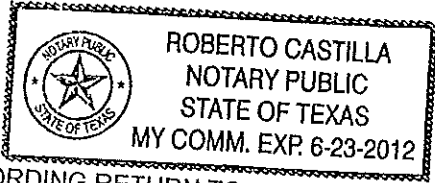
Roberto Castilla
Notary Public, State of Texas



(Acknowledgment)

or Hidalgo

This instrument was acknowledged before me on the 22 day of October, 2011, by Jaime Cavazos Jr.



[Handwritten Signature]

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

1-25001003

Jack McClelland
2614 West Freddy Gonzalez
Edinburg, Texas 78539

Software by ReMerge-It, LLC
(956) 630-9401
Sales@ReMerge-It.com



County of Hidalgo

1304 S. 25th Ave. • Edinburg, TX 78542
Phone: (956) 383-0111 • Fax: (956) 383-7351



COPY

On-Site Sewerage Inspection Report

Owner: Jack McClelland Permit #: 49356
 Address: Oak Hill Ranches lot 10 Phone #: -
 Location: Fun. 88 mile 20 No. Bedrooms: -
 Tank Type: concrete

Inside diameter: 5'
 Inside length of sides: 5'
 Liquids depth or distance from tank bottom to outlet bottom: 48"
 Airspace (approximately): 311
 Approximate gallon cap.: 2 x 500 gals

Drain Field: Trench Bed: _____ Evapotranspiration: _____

Distance from private well: N/A
 Distance from foundation: To tank: V-lot To drainfield: V-lot
 Distance from property line: To tank 15' To drainfield: 10'
 Depth of Trench: 36" Width of trench: 36"
 Backfill material: lb _____ II: III: _____

Dimensions: 200 X 5 = 1,000 Sq. Ft.

Gravel: Natural: _____ Crushed: _____ Washed:
 Amount: 20 yards or Tons (per installation)

Pipe: Type: T-27-29 Brand (if known): _____ Number of feet: 200'

General conditions and Workmanship:

- Solid Lines from house schedule 40 and have cleanout..... DWC YES NO
- T's installed in tank at least 25% of liquid level YES NO
- Trench or bed bottom essentially level..... YES NO
- Gravel generally consistent 12" depth throughout field..... YES NO
- Perforated pipe generally level throughout field..... YES NO
- Porous media uniform (.72-2.0 inches)..... YES NO
- Inlet and outlet flow clearly marked..... YES NO
- Port holes 12" in diameter..... YES NO
- Are end caps provided if drainfield not looped..... YES NO
- Septic tank sturdy/water-tight YES NO
- Geo-textile fabric used for the permeable soil barrier..... YES NO
- Manufacturer's name address & tank capacity clearly visible..... YES NO

Installer: Jose A. Gonzalez License No.: _____

Remarks: we inspect when home is built

Inspector: [Signature] Date: 1-7-13

D.R. Lic. # 050026385



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

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

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

Precinct 02 3 4

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

Application No: 1-9490

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

Upon the application of:

Name: Noe Carmona

Address: 2406 Bougainvillea Ave
Weslaco, TX. 78596

Phone: (956) 463-8840

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

Water Supplier: N.A.W.S

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

Account/ESI No.: N/A
[] Temporary Pole Permanent Service

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

THE WEST 1.005 ACRES TRACT "H" OUT OF THE NORTH 15.24 ACRES
OF FARM TRACT 375, BLOCK 148, WEST SUBDIVISION

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

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

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

~~-OR-~~

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

[Signature]
Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST:

Hidalgo County Clerk

Date



PLANNING DEPARTMENT

Rev. 02-19-10

County of Hidalgo

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

Precinct No. 1 Substation
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2401 N. Moorefield Rd.
Mission, TX 78572
956-205-7045
956-205-7049

Precinct 2 3 4

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

Application No: 1-9490

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority, on this day personally appeared

NOE CARMONA

Known to me [or proved to me in the oath of TX DL 27485934 or through
(description of federal or state government ID card with photograph and signature)],
who swore on oath that the following two statements are true:

1. "I am requesting utility service to the following described land:

THE WEST 1.005 ACRES TRACT "H" OUT OF THE NORTH 15.24 AREAS.
OF FARM TRACT 375, BLOCK 148 WEST SUBDIVISION

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

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

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

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

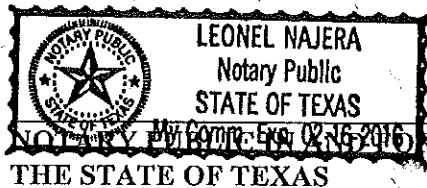
-OR-

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

NOE CARMONA (Signature)

SUBSCRIBED AND SWORN TO before me on JANUARY 28, 2013, to certify which, witnesses my hand and seal of office.

[Signature]



Chapter 232 Texas LGC Application

APPLICATION NO:

1-9490

Nov. 1, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT

1902 JOE STEPHENS WESLACO TX 78596
TEL 968-4724 FAX 447-8612

O3000-07-00H-0000-01

[1] OWNER: CARMONA, NOE
9615 W. HWY 107

[7] LEGAL DESC./NAME OF SUBDIVISION
OLIVAREZ #7 W74'-LOT H FT 375

MISSION TX. 78573

Telephone No.

LOCATION: 0 FM 88 & MILE 14

[2] CONTRACTOR: SELF

[8] SEWAGE: INSTA

[3] WATER SYSTEM: N AL

[9] CONSTRUCTION TYPE: WOOD

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

[10] EST. COST OF CONST.: \$98,000

[5] SIZE OF STRUCTURE: 1,980 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: YES
 NO

[6] USE OF BUILDING: REST. ZONE X-25

Special Conditions: No construction allowed over any easements.
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:50' REAR:15' SIDES:6'
MIN. ELEV. ABOVE TOP OF NATURAL GROUND 18"

FOR COUNTY USE ONLY APPLICATION FEES

OTHER _____
TOTAL AMOUNT \$30.00

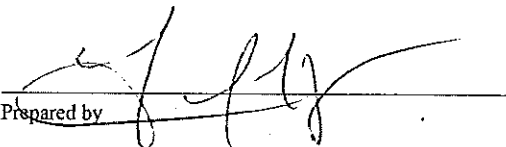
Light [X] Water [X]

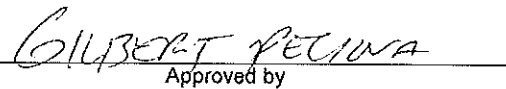
Flood Zone: NO
Panel No. /Suffix: 0450C Pct: 0

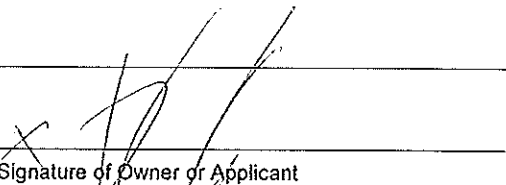
Community No.: 480334

Certification of Elevation
Required: YES NO BFE

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


Prepared by _____ Date 10/11/12


Approved by _____ Date 10/24/12


Signature of Owner or Applicant _____ Date 11-1-12

[NOTICE]

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

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

WARRANTY DEED

1978729

DATE: March 10, 2009

GRANTORS: Rosa Hilda Carmona

GRANTOR'S MAILING ADDRESS:

P.O. Box 1258

Mercedes, Texas. 78570

GRANTEE: Noe Carmona

GRANTEE MAILING ADDRESS:

P.O. Box 1258

Mercedes, Texas. 78570

Consideration: Ten Dollars and other valuable consideration paid by Grantee To Grantor the receipt which is hereby acknowledged have bargained, sold and conveyed unto

Grantee the following described property.

PROPERTY (including any improvements):

The West 1.005 acres Tract "H" out of The North 15.24 areas of Farm Tract 375, Block 148, West Subdivision, Hidalgo County, Texas, being more particularly described as follows:

BEGINNING at a point lying West 570.0 feet from the Northeast corner of Farm Tract 375, for the Northeast corner of the tract of land herein described, thence, South at 30.0 feet an iron pin for the South right-of-way line of Mile 14 North and at 590.18 ft., in all an iron pin for the Southeast corner of this tract;

THENCE, West 74.0 ft., to an iron pin for the Southwest corner;

THENCE, North 560.18 ft. to an iron pin for the South right-of-way line of Mile 14 North, and at 590.18 ft., in all a point for the Northwest corner;

THENCE, East 74.0 feet along the North line of Farm Tract 375, to point being the Northeast corner of this tract of land, the point of beginning of this description, and containing 1.005 acres, more or less.

SAVE AND EXCEPT easements of public record or visible easements.

TO HAVE AND HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said Grantees, their heirs, and assigns forever; and WE do hereby bind ourselves, our heirs, executors, administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said Grantees, and their heirs, and assigns against every person

whomsoever lawfully claiming or to claim the same or any part thereof.

Rosa Hilda Carmona
ROSA HILDA CARMONA

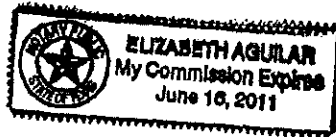
STATE OF TEXAS.

(Acknowledgment)

COUNTY OF HIDALGO.

This instrument was acknowledged before me on the 10th of March 2009, by ROSA HILDA CARMONA.

Elizabeth Aguilar
Notary Public, State of Texas



AFTER RECORDING RETURN TO:

NOE CARMONA
P.O. BOX 1258
MERCEDES, TEXAS 78570

Filed for Record in:
Hidalgo County
by Arturo Guajardo Jr.
County Clerk
On: Mar 11, 2009 at 01:39P
As a Recording
Document Number: 1978723
Total Fees: 20.00
Receipt Number - 1022483
By:
Azeneth Uresti, Danuta

198403

PS

VO: 8033 PAGE 069
OFFICIAL RECORDS

GIFT DEED

THE STATE OF TEXAS *
*
COUNTY OF HIDALGO *

KNOW ALL MEN BY THESE PRESENTS:

That WE, ALEJOS LOPEZ AND WIFE, MARIA GUADALUPE LOPEZ, 514 E. Huisache, Weslaco, Hidalgo County, of the State of Texas, for and in consideration of the love and affection we have towards our son, ALEJOS LOPEZ, JR. and his wife, SYLVIA LOPEZ,

have GRANTED, GIVEN and CONVEYED, and by these presents do GRANT, GIVE AND CONVEY unto

ALEJOS LOPEZ, JR. AND WIFE, SYLVIA LOPEZ
514 E. HUISACHE
WESLACO, TEXAS 78596

of the County of Hidalgo and State of Texas, all of the following described real property in Hidalgo County, Texas, to-wit:

All our undivided interest:

The West 1.005 acres of Tract "H" out of the North 15.24 acres of Farm Tract 375, Block 148, West Tract Subdivision, Hidalgo County, Texas, and being more particularly described as follows:

Beginning at a point lying West 570.0 feet from the Northeast corner of Farm Tract 375 for the Northeast corner of the tract of land herein described, thence, South at 30.0 feet an iron pin for the South right-of-way line of Mile 14 North Road and at 590.18 ft., in all an iron pin for the Southeast corner of this tract;
THENCE, West 74.0 ft. to an iron pin for the Southwest corner;
THENCE, North 560.18 ft. to an iron pin for the South right-of-way line of Mile 14 North, and at 590.18 ft., in all a point for the Northwest corner;
THENCE, East, 74.0 feet along the North line of Farm Tract 375, to a point being the Northeast corner of this tract of land, the point of beginning of this description, and containing 1.005 acres, more or less.

SAVE AND EXCEPT easements of public record or visible easements.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in any wise belonging, unto the said grantees their heirs and assigns forever; and WE do hereby bind ourselves, our heirs, executors and administrators to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantees, their heirs and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 8th day of February, 1991.

Alejos Lopez
Alejos Lopez

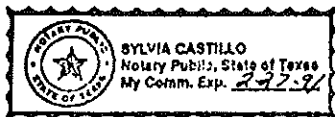
Maria Guadalupe Lopez
Maria Guadalupe Lopez

Vol. 3023 Page 070

STATE OF TEXAS *
COUNTY OF HIDALGO *

ACKNOWLEDGEMENT

This instrument was acknowledged before me on the 8th day of February, 1991
by: ALEJOS LOPEZ AND MARIA GUADALUPE LOPEZ.



Sylvia Castillo
Notary Public, State of TEXAS
SYLVIA CASTILLO
Notary's commission expires:
FEBRUARY 27, 1991

AFTER RECORDING RETURN TO:
ALEJOS LOPEZ, JR. ET UX,
514 E. HUISACHE
WESLACO, TEXAS 78596

PREPARED IN THE LAW OFFICE OF:
JOE I. CARDENAS
P.O. BOX 8456
WESLACO, TEXAS 78596

Alajos Lopez Jr.
514 E. Hulse
Wichita TX 67204

VOL 3033 PAGE 072

FILED FOR RECORD
'91 FEB 8 PM 12 31
WILLIAM BILLY LEO
COUNTY CLERK
DALLAS COUNTY TEXAS

198403

AI-36483

5. A.

CC CONSENT

Meeting Date: 02/05/2013

Submitted By: Roy Cazares, DISTRICT
ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

District Attorney's Office - Processing Fees Report - December 2012

BACKGROUND

Fiscal Impact

FISCAL YEAR:

ACCT. #:

FUNDS AVAILABLE Y/N?:

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

No fiscal impact.

Attachments

DAHCRPT122012

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/17/2013 10:37 AM
Ivan Cantu	Ivan Cantu	01/17/2013 10:48 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Roy Cazares		Started On: 01/17/2013 08:50 AM
	Final Approval Date: 02/01/2013	

HIDALGO COUNTY TEXAS
 DISTRICT ATTORNEY PROCESSING FEES REPORT
 FOR THE MONTH ENDED December 28, 2012

COPY

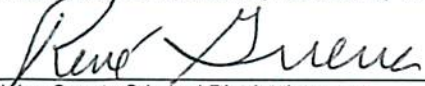
MONIES RECEIVED

BEGINNING RECEIPT #	<u>95542</u>	ENDING RECEIPT #	<u>95737</u>
TOTAL RECEIPTS FOR THIS MONTH:	<u>196</u>		
TOTAL RECEIPTS VOIDED THIS MONTH:	<u>1</u>		
Restitution Collected This Month <i>PC Ch. 32.41 (e)</i>	\$90,024.12		
Court Costs Collected This Month <i>CCP Art. 102.0071</i>	9,123.25		
Processing Fees Collected This Month <i>CCP Art. 102.007 (c)</i>	8,355.54		
Merchant Fees Collected This Month <i>BCC Ch. 3.506 (b)</i>	2,345.00		
Overpayments/Refunds for This Month	733.48		
Interest Earned on Bank Acct. <i>LGC 113.021 (c)</i>	<u>0.00</u>		
Total Collections for This Month	<u><u>\$110,581.39</u></u>		

DISBURSEMENTS

BEGINNING CHECK #	<u>188824</u>	ENDING CHECK #	<u>188983</u>
TOTAL CHECKS FOR THIS MONTH:	<u>160</u>		
TOTAL CHECKS VOIDED THIS MONTH:	<u>5</u>		
Restitution Disbursed This Month	\$90,033.93		
Court Costs Disbursed This Month	9,123.25		
Processing Fees Disbursed- County Treasurer	8,355.54		
Merchant Fees Disbursed This Month	2,345.00		
Refunds of Overpayments to Defendants	723.67		
Interest Paid to General Fund	0.00		
Reissue Checks Disbursed This Month	3,883.90		
Voided Checks This Month	<u>0.00</u>		
Total Disbursements for This Month	<u><u>\$114,465.29</u></u>		

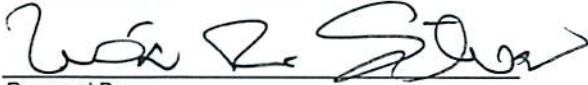
This report has been personally reviewed by me and I certify it to be true and correct to the best of my knowledge.



 Hidalgo County Criminal District Attorney

1/8/13

 Date



 Prepared By

1-8-13

 Date

This report is due in the Office of the County Auditor before the fifth (5th) working day of the following month (LGC§ 114.001).

AI-36567

6. A.

CC CONSENT

Meeting Date: 02/05/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY
DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

North Alamo Water Supply Corporation:

Mile 2 West: From centerline of Mile 11N go South 5,000 feet to the centerline of Mile 10N. Proposing to replace and install a 4 inch waterline of the 8 foot alignment of the East R.O.W. of Mile 2 West.

BACKGROUND

Attachments

NAWSC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/24/2013 09:00 AM
Dale Kennan	Dale Kennan	01/25/2013 09:51 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Rebecca Gomez		Started On: 01/22/2013 04:36 PM
	Final Approval Date: 02/01/2013	

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 5th day of February, 2013 does by these presents **GRANT, GIVE AND RELINQUISH TO:**

The North Alamo Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 4 inch **water/ gas/ sewer/ irrigation** line; said line to be constructed of PVC material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, **described as follows:**

1. Mile 2 West: From centerline of Mile 11 N go South 5,000 feet to the centerline of Mile 10 N. Proposing to replace and install a 4 inch waterline of the 8 foot alignment of the East R.O.W. of Mile 2 West.

The granting, giving and authorizing of permission for the said aforementioned Permittee to so construct, reconstruct, lay and maintain a 4 inch water line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.
2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.
3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.
4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.
5. Notwithstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-36580

7. A.

CC CONSENT

Meeting Date: 02/05/2013

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office:

Requesting approval for 2013 membership dues to the FBI LEEDA for Captain Andres Guzman Jr. in the amount of \$50.00 (Requisition# 230044) with authority for County Treasurer to issue check after review, audit and processing procedures are completed by County Auditor.

BACKGROUND

The Mission of FBI LEEDA is to advance the science and art of police leadership and management. Develop and disseminate improved administrative and technical practices to meet the needs of law enforcement executives.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-280-001-0-810

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available in Requisition # 230044, as of 02/01/2013.

Attachments

FBI-LEEDA

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/23/2013 04:02 PM
Budget & Management	Obdett Calzada	01/23/2013 04:36 PM
Ana Galvan	Ana Galvan	02/01/2013 08:31 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Myra Montoya		Started On: 01/23/2013 11:19 AM
	Final Approval Date: 02/01/2013	

Andy Guzman

From: lweber@fbileeda.org
Sent: Thursday, November 15, 2012 8:58 AM
To: aguzman@hidalgoso.org
Subject: FBI-LEEDA INVOICE - Annual Dues Renewal



FBI-Law Enforcement Executive Development Association

Tax ID# 36-3885342

FBI – LEEDA DUES INVOICE – 2013

INVOICE # 7385-13

Dear Captain Guzman,

FBI-LEEDA is pleased to offer email membership renewal invoicing for 2013 as part of our efforts to reduce costs and help the environment. You can renew online via credit card by [clicking here](#).

If you prefer to renew by check, please make the appropriate changes to your profile where necessary below. PLEASE RETURN THIS INVOICE WITH CORRECTIONS, if any, along with your annual dues, to the FBI – LEEDA office: 5 Great Valley Parkway, Suite 125, Malvern, PA 19355. Kindly reference the invoice number on check.

Membership Number: 7385
Name: Andres Guzman
Title: Captain
Agency: Hidalgo County Sheriff's Office
Mailing Address: P.O. Box 1228
Edinburg, TX 78540
Agency Telephone: 956-383-8114
Email: aguzman@hidalgoso.org

2013 Annual Dues: \$50.00 USD (due by March 1, 2013)

Please mail check payable to FBI – LEEDA along with this invoice to:

11/15/2012

(Please reference Invoice Number 7385-13 on check)

FBI – LEEDA

5 Great Valley Parkway – Suite 125

Malvern, PA 19355

Tel: 877-772-7712 • Fax: 610-644-3193

Email: lweber@fbileeda.org

**You can renew your membership on-line at
www.fbileeda.org – VISA or MASTERCARD accepted**

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Andres Guzman Jr., do hereby state that membership in the FBI-LEEDA, and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- To obtain statutorily required continuing professional education.
- To obtain continuing education necessary to maintain a license or certification.
- To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
 - Publications
 - Periodicals
 - Training
 - Annual Conference
 - Award Programs
 - Representation
 - Technical Inquiry Services

FOR STATEWIDE ASSOCIATIONS ONLY

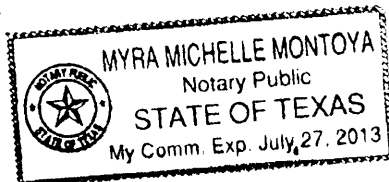
I further state that FBI-LEEDA is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Andres Guzman Jr.
TITLE: Captain

DATE: 1-30-13

Before me Myra M. Montoya a Notary Public, appeared Andres Guzman Jr. and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.

(SEAL)



Myra M. Montoya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026

COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012



Requisition No 00230044

Vendor FBI - LEEDA

Owner MMONTOYA

Po No

Address 5 GREAT VALLEY PARKWAY, SUITE 125
MALVERN PA 19355

Date Entered 01-23-2013

Status Needs Approval by LAW

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	2013 MEMBERSHIP DUES FOR CAPTAIN ANDRES GUZMAN	50.0000	50.00
			Total	50.00
Account Number	Description	Account Balance	Amount	
3-1100-421-00-280-001-0-810	SHERIFF-DUES & MEMBERSHIPS	3,965.00	50.00	

AI-36581

7. B.

CC CONSENT

Meeting Date: 02/05/2013

Submitted By: Myra Montoya, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office:

Requesting approval of payment for year 2013 membership dues for Captain Andres Guzman Jr. to the American Association of Police Polygraphists, Inc. for the amount of \$125.00 (Req# 230041).

BACKGROUND

The AAPP holds that the difference between truth and deception is as fundamental as the difference between right and wrong, and that the well being and needs to communities, agencies, and individuals are best served by an objective and scientific approach to lie detection and credibility assessment.

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-421-00-280-001-0-810

FUNDS AVAILABLE Y/N?: Yes

MATCHING FUNDS Y/N?: No

BUDGETARY IMPACT:

Funds available in Requisition 230041 as of 02/01/2013.

Attachments

AAPP

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	01/23/2013 04:02 PM
Budget & Management	Obdett Calzada	01/24/2013 09:26 AM
Ana Galvan	Ana Galvan	02/01/2013 09:57 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Myra Montoya		Started On: 01/23/2013 11:23 AM
	Final Approval Date: 02/01/2013	

Invoice

American Association of Police Polygraphists, Inc. AAPP
 P. O. Box 657
 Waynesville, OH 45068-0657
 (888) 743-5479 Fax: (937) 488-1046
 aappnom@hughes.net

Date	Invoice #
9/1/2012	13-1947

Bill To

Andres Guzman
 Hildago Cty. Sheriff's Office
 P.O. Box 1228
 Edinburg, TX 78542

P.O. No.	AAPP #
	1947

Description	Qty	Rate	Amount
Membership Dues for 2013		125.00	125.00

AAPP accepts VISA and
MASTERCARD. Please include
 Credit Card Type, Card Number,
 Expiration Date, and the seven-digit
 number on reverse side of card
 (v-code) Thank you. Receipt will
 be sent upon request. You can also
 pay through PayPal by visiting our
 website at www.policepolygraph.org.

Total \$125.00

Payments/Credits \$0.00

Balance Due **\$125.00**

Federal Tax ID #840892388

**TO THE COUNTY AUDITOR
AFFIDAVIT FOR PAYMENT OF MEMBERSHIP DUES
TO ASSOCIATIONS OTHER THAN THE TEXAS ASSOCIATION OF COUNTIES**

**THE STATE OF TEXAS
COUNTY OF HIDALGO**

I, Andres Guzman Jr., do hereby state that membership in the American Assoc. of Police Polygraphists and dues to be paid to the association, serve to accomplish one or more of the following County purposes:

- To obtain statutorily required continuing professional education.
- To obtain continuing education necessary to maintain a license or certification.
- To access the association or organization's programs, services, and activities in order to strengthen professional skills and keep up-to-date on developments related to the Department's primary business activities:
 - Publications
 - Periodicals
 - Training
 - Annual Conference
 - Award Programs
 - Representation
 - Technical Inquiry Services

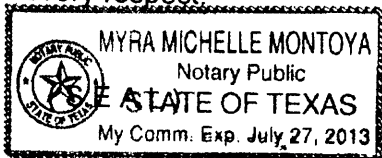
FOR STATEWIDE ASSOCIATIONS ONLY

I further state that American Assoc. of Police Polygraphists is a statewide association with a minimum membership of at least 25 percent of eligible political subdivisions.

SIGNATURE: Andres Guzman Jr.
TITLE: Captain

DATE: 1-30-13

Before me Myra M. Montoya a Notary Public, appeared Andres Guzman Jr. and on his/her oath deposed and stated that the facts as set forth in the above affidavit to be true and correct in every respect.



Myra M. Montoya
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

AUTHORITY TO OBTAIN AFFIDAVIT: LGC § 113.064(b)
AUTHORITY TO PAY MEMBERSHIP DUES: GC § 305.026
COUNTY AUDITOR'S FORM: RE-CA-041B
REVISED: 12-2012

Requisition No 00230041
Po No

Vendor AMERICAN ASSOC. OF POLICE POLYGRAPHISTS
Address 18160 COTTONWOOD RD #253
SUNRIVER OR 97707

Owner MMONTOYA

Date Entered 01-23-2013

Status Needs Approval by LAW

Line No	Quantity	Description	Unit Price	Payment Amount
1	1	2013 MEMBERSHIP DUES FOR CAPTAIN ANDRES GUZMAN	125.0000	125.00

Total 125.00

Account Number	Description	Account Balance	Amount
3-1100-421-00-280-001-0-810	SHERIFF-DUES & MEMBERSHIPS	3,965.00	125.00

AI-36596

8. A.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Sergio Cruz

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of \$848,459.39 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 01/05/13 to 01/18/13.

01/05-11/13	\$419,901.28
01/12-18/13	\$428,558.11
TOTAL	\$848,459.39

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 1/5-11/13

BCBS 1/12-18/13

Invoices

Certification

Form Review

Inbox
 Budget & Management
 Dale Kennan
 Auditor's Office

Reviewed By
 Obdett Calzada
 Dale Kennan
 Angela Garcia

Date
 01/31/2013 10:51 AM
 01/31/2013 03:55 PM
 02/01/2013 05:10 PM
 Started On: 01/23/2013

Form Started By: Angelica M. Tapia

Final Approval Date: 02/01/2013



**BlueCross BlueShield
of Texas**

Group # 021185 HIDALGO COUNTY
Settlement ID: TX433010006
Processed Date
Period 01/05/2013 to 01/11/2013

SECTION		
0001-0011	HIDALGO COUNTY	\$ 305,900.75
0002-0012	HEAD START	\$ 63,635.83
0003-0013	APPRAISAL DISTRICT	\$ 11,524.57
0004-0014	COMMUNITY SERVICE AGENCY	\$ 1,036.93
0005-0015	DRAINAGE DISTRICT NO.1	\$ 22,232.91
0006-0016	RETIREES	\$ 7,397.89
9001-9002	COBRA	\$ 8,172.40
	STOP LOSS	\$ -
	TOTAL	\$ 419,901.28



**BlueCross BlueShield
of Texas**

Group # 021185 HIDALGO COUNTY
Settlement ID: TX433010006
Processed Date
Period 01/12/2013 to 01/18/2013

SECTION		
0001-0011	HIDALGO COUNTY	\$ 302,280.96
0002-0012	HEAD START	\$ 67,228.05
0003-0013	APPRAISAL DISTRICT	\$ 10,180.84
0004-0014	COMMUNITY SERVICE AGENCY	\$ 1,088.61
0005-0015	DRAINAGE DISTRICT NO.1	\$ 5,908.67
0006-0016	RETIREES	\$ 9,252.87
9001-9002	COBRA	\$ 32,618.11
	STOP LOSS	\$ -
	TOTAL	\$ 428,558.11


**BlueCross BlueShield
of Texas**
Invoices - Invoice Details
Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 01/05/2013 - 01/11/2013 **Process Date:** 01/11/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 01/05/2013 - 01/11/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$440,387.09	\$305,900.75	\$47,540.86	\$0.00	\$258,359.89	2,948
TX433	01	002	HEAD START	\$103,103.72	\$63,635.83	\$10,482.72	\$0.00	\$53,153.11	788
TX433	01	003	APPRAISAL DISTRICT	\$14,407.45	\$11,524.57	\$1,301.06	\$0.00	\$10,223.51	175
TX433	01	004	COMMUNITY SERVICE	\$1,615.90	\$1,036.93	\$281.93	\$0.00	\$755.00	23
TX433	01	005	DRAINAGE DISTRICT	\$55,798.91	\$22,232.91	\$1,607.03	\$0.00	\$20,625.88	82
TX433	01	006	RETIREEES	\$12,950.38	\$7,397.89	\$3,134.48	\$0.00	\$4,263.41	81
TX433	01	007	COBRA	\$10,175.97	\$8,172.40	\$182.60	\$0.00	\$7,989.80	45
			Customer Total Claims	\$638,439.42	\$419,901.28	\$64,530.68	\$0.00	\$355,370.60	4,142
			Customer Grand Total	\$638,439.42	\$419,901.28	\$64,530.68	\$0.00	\$355,370.60	4,142



Invoices - Invoice Details

Invoice ID: TX433010006 - HIDALGO COUNTY

Invoice Period: 01/12/2013 - 01/18/2013 Process Date: 01/18/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 01/12/2013 - 01/18/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	\$742,668.05	\$302,280.96	\$50,829.51	\$0.00	\$251,451.45	2,465
TX433	01	002	HEAD START	\$170,331.77	\$67,228.05	\$6,748.81	\$0.00	\$60,479.24	684
TX433	01	003	APPRAISAL DISTRICT	\$24,588.29	\$10,180.84	\$1,821.06	\$0.00	\$8,359.78	110
TX433	01	004	COMMUNITY SERVICE	\$2,704.51	\$1,088.61	\$37.10	\$0.00	\$1,051.51	36
TX433	01	005	DRAINAGE DISTRICT	\$61,707.58	\$5,908.67	\$3,491.29	\$0.00	\$2,417.38	121
TX433	01	006	RETIREEES	\$22,203.25	\$9,252.87	\$4,615.20	\$0.00	\$4,637.67	86
TX433	01	007	COBRA	\$42,794.08	\$32,618.11	\$3,232.08	\$0.00	\$29,386.03	28
			Customer Total Claims	\$1,066,997.53	\$428,558.11	\$70,775.05	\$0.00	\$357,783.06	3,530
			Customer Grand Total	\$1,066,997.53	\$428,558.11	\$70,775.05	\$0.00	\$357,783.06	3,530

HIDALGO COUNTY DEPT. OF BUDGET AND MANAGEMENT
CERTIFICATION OF MEDICAL INSURANCE CLAIMS
PAID BY BLUE CROSS BLUE SHIELD OF TEXAS

FOR THE PERIOD OF January 5, 2013 thru January 18, 2013

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of \$848,459.39.

- 1). Hidalgo County
- 2). Hidalgo County Head Start Program
- 3). Hidalgo County Appraisal District
- 4). Hidalgo County Community Service Agency
- 5). Hidalgo County Drainage District No.1
- 6). Hidalgo County Retirees
- 7). Hidalgo County COBRA

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 01/05/2013 to 01/18/2013 is \$848,459.39.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of February 5, 2013.

I hereby approve this reimbursement and I and/or my staff have reviewed each claim included on the attached check register and to the best of my knowledge ensure:

- All the claimants are in fact employees/participants of Hidalgo County, Hidalgo County Head Start Program, Hidalgo County Appraisal District, Hidalgo County Community Service Agency, Hidalgo County Drainage District No.1, Hidalgo County Retirees and Hidalgo County COBRA.
- All fees to vendors are appropriate for the type of service provided.
- All insurance premiums paid to Hidalgo County for Health Insurance Self-Funded Account were deposited to the Hidalgo County Treasurer's Office and credited to the corresponding revenue account.
- All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Health Insurance Self Funded Account.



Employee Benefits Director



Dept. of Budget & Management Budget Officer

Commissioner's Court Approval

1/29/2013

Date

01-30-2013

Date

Date

AI-36570

9. A.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Martha Salazar

Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Planning Department:

Requesting authority to enter into a 48 month renewal of annual on-line lease agreement with Carson Map Company for the Planning Dept. in the total amount of \$1,272.50/yearly lease, (total of 8 users) from 1/1/13 through 12/31/16 for requisition #228627; (3-1100-419-10-210-001-0-534).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 31100419102100010534

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: Y

BUDGETARY IMPACT:

Attachments

AGREEMENT

REQ 228627

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/23/2013 09:59 AM
Roland Garcia	Rolando Garcia	02/01/2013 09:37 AM
Auditor's Office	Angela Garcia	02/01/2013 02:12 PM
Roland Garcia	Rolando Garcia	02/01/2013 02:45 PM
Form Started By: Lisa Vela		Started On: 01/23/2013 08:22 AM
	Final Approval Date: 02/01/2013	

Reg 228627



Specializing in City and County Platbooks Since 1955

Carson Map Company

P.O. Box 4702
McAllen, TX 78503
956-797-1514

Lease Agreement

I hereby agree to lease Hidalgo County Online at the rate of \$1,272.60 for a total of 8 users plus tax \$0.00. The term of the Agreement is for a minimum of 48 months effective 1-1-2013. Thereafter, the Agreement may be terminated with 60 days notice in writing to Carson Map Company Inc. The lease payment is due at the beginning of the lease and annually on the anniversary date of the lease. Carson Map Company will provide revisions, when available, at no additional charge. The lease rate is subject to change with 30 days notice on an annual basis.

It is further agreed that Lessee will not allow anyone not in his/her employ to utilize or examine the online service and that Lessee will not copy or allow any part of the online service to be copied or reproduced in any digital format for any purpose whatsoever, not even for back-up or archival purposes. This lease herein granted includes the right to create hard copies of the online service or portions thereof for Lessee's internal use only. Online services are protected by United States Copyright laws and may not be reproduced for sale.

The online services contain data and information that has been obtained by Carson Map Company from governmental and other sources it believes reliable. Carson Map Company is not responsible for the completeness or accuracy of the online services, and no warranty or representation, expressed or implied, is given regarding the correctness, accuracy, timeliness, merchantability or fitness for a particular purpose of the online services.

Notes: _____

Company Name: Hidalgo County Planning Dept

Address: 1304 S. 29th Street

City, State, Zip: Edinburg, TX 78542

Phone Number: 956-316-2843

Signature: _____

Date: 1-9-2013

Requisition

Req # 00228627

PO #

Date: 01/04/13

Bill To: x
x

Vendor: 5401
CARSON MAP CO., INC.
P. O. BOX 4702
MCALLEN TX 78502

Ship To: PLANNING DEPARTMENT
1304 S. 25th Street
EDINBURG TX 78539

Contact: Irma Castillo
956-318-2840

Contract No:

Special Instructions:
Req. 4

*Consent agenda
36570*

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	YEAR	48 Month Subscription Jan. 1, 2013 to Dec. 31, 2016 DO NOT DUPLICATE ORDER Annual Subscription Hidalgo County On-Line Total of 8 Users 1/1/13 to 12/31/16 (PC91551) FOR 48 MONTHS Account No _____ 3-1100-419-10-210-001-0-534 REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	1,272.50 <u>Encumbrance</u> 1,272.50 Freight .00 Total	1,272.50 1,272.50

Authorized By: _____

AI-36506

9. B.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Martha Salazar

Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval & authority to execute a 12-month security monitoring agreement with Safehouse Security Systems for the Precinct #3 Penitas Landfill for requisition #228445 in the amount of \$20 per month, effective upon approval; (3-1100-432-00-123-001-0-413).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-432-00-123-001-0-413

FUNDS AVAILABLE Y/N?: y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available funds in Requisition #228445 as of 1-17-13 for total \$240.00 for the year(Safehouse Security).

Attachments

Requisition # 228445 agreement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	01/23/2013 09:50 AM
Manuel Chapa	Manuel Chapa	01/31/2013 02:40 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Lisa Vela		Started On: 01/17/2013 11:05 AM
	Final Approval Date: 02/01/2013	

Requisition

Req # 00228445

PO #

Date: 01/03/13

Bill To: x
x

Vendor : 177725
SAFEHOUSE SECURITY SYSTEMS, INC.
P.O. BOX 4452
MCALLEN TX 78502-4452

Ship To: HIDALGO CO. PCT 3
724 N. BREYFOGLE
MISSION TX 78574

Contact: GEORGE
956-585-4509

Contract No:

Special Instructions:
R 1015

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
12.00	MONTH	APPROVED BY GEORGE OCANA DO NOT DUPLICATE ORDER ALRAM MONITORING SERVICE 01-01-13/12-31-13 <u>Account No</u> 3-1100-432-00-123-001-0-413 FOR THE PENITAS LANDFILL REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233	20.00 <u>Encumbrance</u> 240.00 Freight Total	240.00 .00 240.00

Authorized By: _____

SAFEHOUSE SECURITY SYSTEMS SECURITY MONITORING AGREEMENT (Form 1)

5017 South McColl/Edinburg, Texas 78539
Tel:(956)971-0123 Fax:(956) 971-0124 1-800-SAFE-322

This Agreement, made this date of _____ by and between Safehouse Security Systems, whose address and telephone number are shown above and Customer: Janitas Langfield
Address: 1/4 mile W from 1427 Military Rd
City, State and Zip: Proctor Tx 78572
Monitoring Account No: 11-4022

1. SERVICES AND EQUIPMENT TO BE FURNISHED

- a. In order to provide the services described in this Agreement, Safehouse agrees to provide and install, at the Customer's location stated above, all of the equipment listed on the Attached Schedule A (the "Equipment"). Ownership of the Equipment shall remain with Customer at all times.
- b. Safehouse will provide to Customer the services described in this Agreement (the "Monitoring Services") subject to the terms of this Agreement. Safehouse will install or maintain the Equipment at Customer's location and Safehouse authorized monitoring contractor will monitor signals activated by the Customer's Equipment. Upon receipt of a signal indicating activation of the equipment, Safehouse authorized monitoring contractor will make reasonable efforts to telephone the emergency agency or contact set forth in Schedule B (Customer Emergency information Schedule) and notify that agency or contact of the activation of the Equipment.
- c. In addition to receiving the Monitoring Services, Safehouse will agree to service and maintain the Equipment at the Customer's location stated above for a period of one year. Customer may elect also to receive Extended maintenance services (the "Maintenance Services") from Safehouse, whereby Safehouse will agree to service and maintain the Equipment at the Customer's location stated above. The Customer may receive such Extended Maintenance Service upon execution of the attached Schedule C (Maintenance Services Agreement Schedule), in accordance with the terms of such Schedule C. The Customer should, however, at all times agree to pay Safehouse at all time of repair all reasonable charges for repairing the Equipment when such repairs or replacement are necessitated by Customer's negligence, misuse, abuse of the equipment, or Act of God.

2. MONITORING AND MAINTENANCE SERVICE FEES

Customer agrees to pay monthly or quarterly, in advance, the monthly or quarterly Monitoring Service Charge as set forth below within 10 days of Customer's receipt of its monthly or quarterly invoice. The right of the Customer to pay the Monitoring Services charge pursuant to the payment options enumerated herein shall be extinguished in the event the Customer has not paid the Monitoring Service charge in a timely manner, in which event all payments for the initial or renewal term shall become immediately due and payable. Pursuant to Schedule C, Customer will agree to pay an additional Maintenance service charge in advance, if such Customer elects Extended Maintenance Service coverage. Monitoring service charges for partial months or quarters will be prorated. A late payment charge from the due date at the rate of one-half percent (1.5%) per month (18% per year) of the unpaid balance, or any lesser rate if required by applicable law, will be charged on any part of the invoice unpaid for 10 days after it is due.

Description of Service: 24 Hour Monitoring Service

Payment Option Monthly \$ 20.⁰⁰ Max Quarterly \$ _____ Annual \$ 240.⁰⁰

3. DURATION

THE INITIAL TERM OF THIS AGREEMENT SHALL BE FOR AN IRREVOCABLE ONE YEAR TERM STARTING ON THE FIRST OF THE MONTH DURING WHICH THE EQUIPMENT IS INSTALLED AND CONNECTED BY SAFEHOUSE. THIS AGREEMENT WILL AUTOMATICALLY CONTINUE FOR SUCCESSIVE ONE-YEAR RENEWAL TERMS UNLESS CUSTOMER OR SAFEHOUSE GIVES WRITTEN NOTICE OF CANCELLATION AT LEAST 60 DAYS BEFORE THE INITIAL OR RENEWAL TERM ENDS.

4. LIMITATION OF LIABILITY

- a. Customer acknowledges that the full range of equipment, Monitoring Service and Maintenance Service available to Customer has been explained by Safehouse and that Customer desires and has contracted for all Monitoring Services and Maintenance Service, if applicable, listed in this Agreement and, if elected, Schedule C.
- b. CUSTOMER ACKNOWLEDGES THAT SAFEHOUSE AND SAFEHOUSE'S AUTHORIZED MONITORING CONTRACTOR IS NOT AN INSURER AND THAT THE AMOUNTS PAYABLE BY CUSTOMER UNDER THIS AGREEMENT ARE NOT SUFFICIENT TO WARRANT SAFEHOUSE ASSUMING ANY RESPONSIBILITY FOR ANY LOSS OR INJURY, EVEN IF DUE TO SAFEHOUSE'S NEGLIGENCE OR FAILURE TO PERFORM. CUSTOMER AGREES THAT IT WILL OBTAIN WHATEVER INSURANCE NECESSARY TO COVER INJURIES, PROPERTY LOSS OR DAMAGES AT CUSTOMER'S LOCATION.
- c. IN NO EVENT SHALL SAFEHOUSE BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES HOWEVER CAUSED. THESE LIMITATIONS WILL APPLY FOR ANY CLAIMS, INCLUDING WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE) AND STRICT LIABILITY EVEN IF SAFEHOUSE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5. ADDITIONAL TERMS

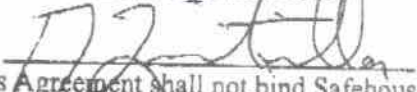
THIS AGREEMENT, THE FRONT AND BACK OF THE SCHEDULE ACCOMPANYING THIS AGREEMENT ALL CONTAIN IMPORTANT INFORMATION REGARDING CUSTOMER'S RIGHTS AND OBLIGATIONS. CUSTOMER ACKNOWLEDGES THAT PRIOR TO SIGNING THIS AGREEMENT, CUSTOMER RECEIVED, READ AND UNDERSTOOD A LEGIBLE, EXACT AND COMPLETELY FILLED-IN COPY OF THIS AGREEMENT AND THE ATTACHED SCHEDULES.

6. CANCELLATION RIGHTS - RESIDENTIAL CUSTOMERS

YOU, THE CUSTOMER, MAY CANCEL THIS TRANSACTION AT ANY TIME PRIOR TO MIDNIGHT OF THE THIRD BUSINESS DAY AFTER THE DATE OF THIS TRANSACTION. TO CANCEL THIS TRANSACTION, MAIL OR DELIVER A WRITTEN NOTICE OF CANCELLATION, SIGNED AND DATED TO THE ABOVE ADDRESS.

SIGNATURES

Safehouse Security Systems
Authorized Representative



Customer Signature _____

This Agreement shall not bind Safehouse unit it is executed by its duly authorized representative.
(SEE REVERSE SIDE)

AI-36543

9. C.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Martha L. Salazar

Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of Request for Payment-Application No. 1 in the amount of \$107,350.00 from HighMark Construction Company, LLC, awarded contractor for the,"Additions and Renovations to the WIC Clinic/Offices located at 3105 E. Richardson, Edinburg, TX"(C-12-021A-09-25), as certified for payment by project architect, Dannenbaum Engineering Company, with authority to issue payment after audit and processing procedures are completed by County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1292-441-00-350-001-3-720

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

PO No. 684760 for Highmark Construction Co, LLC; funds available as of 2-24-13, pending grant carryovers by Auditor's office. This PO covers half of the contract amount of \$465,000.00. As per Mague Gonzalez, the other half portion of the contract will be covered using additional funds from WIC grant pending to be received in March 2013.

Attachments

PAY APPL No. 1 -HighMark -Renov and Addtns to WIC Off at Richardson in Edinburg

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/24/2013 10:37 AM
Budget & Management	Obdett Calzada	01/24/2013 11:03 AM
Ivan Cantu	Ivan Cantu	01/24/2013 04:25 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Moises Salazar		Started On: 01/18/2013

Final Approval Date: 02/01/2013

PAYMENT APPLICATION

TO: Hidalgo County 2812 S. Bus. 281 Edinburg, Texas 78539 Attn: Martha Salazar	PROJECT NAME AND LOCATION: Hidalgo County WIC Clinic Addition 2812 S. Bus. 281 Edinburg, Texas 78539	APPLICATION # 1 PERIOD THRU: 12/26/2012 PROJECT #s:	Distribution to: <input checked="" type="checkbox"/> OWNER <input checked="" type="checkbox"/> ARCHITECT <input checked="" type="checkbox"/> CONTRACTOR <input type="checkbox"/> <input type="checkbox"/>
FROM: HighMark Construction Company, LLC 2016 S. 45th St. McAllen, Texas 78503	ARCHITECT: Dannenbaum Engineering Company 1109 Nolana Loop Suite 208 McAllen, Texas 78504	DATE OF CONTRACT: 10/24/2012	
FOR: WIC Clinic Addition			

CONTRACTOR'S SUMMARY OF WORK

Application is made for payment as shown below.
Continuation Page is attached.

1. CONTRACT AMOUNT	<u>\$465,000.00</u>
2. SUM OF ALL CHANGE ORDERS	<u>\$0.00</u>
3. CURRENT CONTRACT AMOUNT (Line 1 +/- 2)	<u>\$465,000.00</u>
4. TOTAL COMPLETED AND STORED (Column G on Continuation Page)	<u>\$113,000.00</u>
5. RETAINAGE:	
a. 5.00% of Completed Work (Columns D + E on Continuation Page)	<u>\$4,400.00</u>
b. 5.00% of Material Stored (Column F on Continuation Page)	<u>\$1,250.00</u>
Total Retainage (Line 5a + 5b or Column I on Continuation Page)	<u>\$5,650.00</u>
6. TOTAL COMPLETED AND STORED LESS RETAINAGE (Line 4 minus Line 5 Total)	<u>\$107,350.00</u>
7. LESS PREVIOUS PAYMENT APPLICATIONS	<u>\$0.00</u>
8. PAYMENT DUE	<u>\$107,350.00</u>
9. BALANCE TO COMPLETION (Line 3 minus Line 6)	<u>\$357,650.00</u>

SUMMARY OF CHANGE ORDERS	ADDITIONS	DEDUCTIONS
Total changes approved in previous months	\$0.00	\$0.00
Total approved this month	\$0.00	\$0.00
TOTALS	\$0.00	\$0.00
NET CHANGES	\$0.00	

Contractor's signature, below is his assurance to Owner, concerning the payment herein applied for, that: (1) the Work has been performed as required in the Contract Documents, (2) all sums previously paid to Contractor under the Contract have been used to pay Contractor's costs for labor, materials and other obligations under the Contract for Work previously paid for, and (3) Contractor is legally entitled to this payment.

CONTRACTOR: HighMark Construction Company, LLC
By: [Signature] Date: 12-24-2012
Carlo Cantu

State of: _____
County of: _____
Subscribed and sworn to before me this _____ day of _____
Notary Public: [Signature]
My Commission Expires: 04-04-2016



ARCHITECT'S CERTIFICATION

Architect's signature below is his assurance to Owner, concerning the payment herein applied for, that: (1) Architect has inspected the Work represented by this Application, (2) such Work has been completed to the extent indicated in this Application, and the quality of workmanship and materials conforms with the Contract Documents, (3) this Application for Payment accurately states the amount of Work completed and payment due therefor, and (4) Architect knows of no reason why payment should not be made.

CERTIFIED AMOUNT..... \$107,350.00

(If the certified amount is different from the payment due, you should attach an explanation. Initial all the figures that are changed to match the certified amount.)

ARCHITECT: Steve McGarraugh, AIA
By: [Signature] Date: 1/11/2013
Neither this Application nor payment applied for herein is assignable or negotiable. Payment shall be made only to Contractor, and is without prejudice to any rights of Owner or Contractor under the Contract Documents or otherwise.

CONTINUATION PAGE

PROJECT: Hidalgo County WIC Clinic
Hidalgo County WIC Clinic Addition

APPLICATION #: 1
DATE OF APPLICATION: 12/26/2012
PERIOD THRU: 12/26/2012
PROJECT #s:

Payment Application containing Contractor's signature is attached.

A ITEM #	B WORK DESCRIPTION	C SCHEDULED AMOUNT	D		F STORED MATERIALS (NOT IN D OR E)	G		H BALANCE TO COMPLETION (C-G)	I RETAINAGE (If Variable)
			E COMPLETED WORK			TOTAL COMPLETED AND STORED (D + E + F)	% COMP. (G / C)		
			AMOUNT PREVIOUS PERIODS	AMOUNT THIS PERIOD					
1	General Conditions	\$50,000.00	\$0.00	\$25,000.00	\$0.00	\$25,000.00	50%	\$25,000.00	\$1,250.00
2	Site Work	\$15,000.00	\$0.00	\$14,000.00	\$0.00	\$14,000.00	93%	\$1,000.00	\$700.00
3	Reinforcing Steel	\$10,000.00	\$0.00	\$10,000.00	\$0.00	\$10,000.00	100%	\$0.00	\$500.00
4	Concrete Works	\$20,000.00	\$0.00	\$19,000.00	\$0.00	\$19,000.00	95%	\$1,000.00	\$950.00
5	Doors, Frames, Hardware	\$25,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$25,000.00	\$0.00
6	Metal Studs, Susp. Clg, Sheetrock	\$30,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$30,000.00	\$0.00
7	Painting	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	\$0.00
8	Millwork	\$10,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$10,000.00	\$0.00
9	Flooring & Tile Works	\$15,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$15,000.00	\$0.00
10	Structural Steel	\$40,000.00	\$0.00	\$5,000.00	\$25,000.00	\$30,000.00	75%	\$10,000.00	\$1,500.00
11	Roofing	\$40,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$40,000.00	\$0.00
12	Mechanical	\$50,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$50,000.00	\$0.00
13	Electrical	\$75,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	7%	\$70,000.00	\$250.00
14	Plumbing	\$27,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	19%	\$22,000.00	\$250.00
15	Demolition	\$5,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$5,000.00	\$0.00
16	Signage	\$1,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$1,000.00	\$0.00
17	Toilet Accessories	\$2,000.00	\$0.00	\$0.00	\$0.00	\$0.00	0%	\$2,000.00	\$0.00
18	Project Management & Closeouts	\$40,000.00	\$0.00	\$5,000.00	\$0.00	\$5,000.00	13%	\$35,000.00	\$250.00
TOTALS		\$465,000.00	\$0.00	\$88,000.00	\$25,000.00	\$113,000.00	24%	\$352,000.00	\$5,650.00

AI-36728

9. D.

CC CONSENT

Meeting Date: 02/05/2013

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

Department: COMM. PCT. #2

Information

CAPTION

Requesting approval for payment to project engineer, R. Gutierrez Engineering Corporation, Contract #C-10-376-12-14, Invoice #3280 for Minnesota Drain Project in the amount of \$5,907.86.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1342-431-00-122-058-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO#666710

Attachments

Inv#3280

PO Increase

Form Review

Inbox
Auditor's Office

Reviewed By
Angela Garcia

Date
02/01/2013 05:10 PM
Started On: 01/31/2013 03:15 PM

Form Started By: Katia Garcia

Final Approval Date: 02/01/2013



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956-782-2557 • (FAX) 956-782-2558

Engineering Firm F - 486 • Surveying Firm #101650-00

Invoice Number 3280

Date 1/31/2013

Due on receipt

Invoice

Hidalgo County Precinct No. 2
Hector "Tito" Palacios
300 W. Hall Acres
Suite G
Pharr, TX 78577

Project: Minnesota Drain

Project No.: ENG10.108
Contract No.: C-10-376-12-14
PO No. 666710

Const. Cost
% of Const. Cost
Billing Fee 179,757.18

<u>Phase</u>	<u>Phase Fee</u>	<u>% Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Design	59,078.59	100.00%	59,078.59	59,078.59	0.00
Design Phase	35,447.15	100.00%	35,447.15	35,447.15	0.00
Construction Phase	23,631.44	50.00%	11,815.72	5,907.86	5,907.86
Right of Way Services (Est. 20 Parcels)	53,600.00	100.00%	53,600.00	53,600.00	0.00
Geotechnical Investigation Services	8,000.00	45.72%	3,657.50	3,657.50	0.00

PO # 666710
2-1342-431-00-122-058-0-841
Req # 204802

Thank you for your business.

INVOICE RECEIVED BY:
Elizabeth Casas ON 1/31/13
GOODS/SERVICES RECEIVED BY:
Hector Tito Palacios ON 1/31/13

Balance Due \$5,907.86

January 31, 2013

Hector "Tito" Palacios
County Commissioner
Hidalgo County Precinct No. 2
300 W. Hall Acres, Suite G
Pharr, TX 78577

RE: Minnesota Drain – Invoice
ENG10.108

Dear Commissioner Palacios:

Enclosed is an invoice for the work completed to date on the above referenced project. The construction phase is now 50% complete.

If you have any questions, please call Ramiro or myself so that we may discuss them. You can call us at 956-782-2557 or Ramiro on his mobile at 956-227-2154.

Sincerely,



Jaime Jaimez, Jr.
Accounting Manager

Attachments

cc: File

PURCHASE ORDER INCREASE COUNTY OF HIDALGO

Department: Hidalgo County Precinct #2
 Contact Name: Yoli Cisneros
 Telephone # (956) 787-1891

Purchase Order Number: **666710**
 Increase # 02 for this Purchase Order
 Procurement Method:

TO: Vendor Number: 234443
 Vendor Name: R. Gutierrez Engineering Corp.
 Address: 130 E. Park Ave.
Pharr, Texas 78577

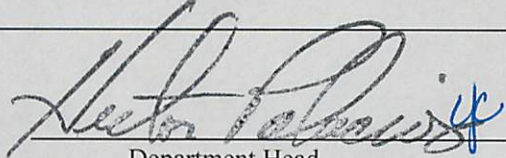
- Contract # C-10-376-12-14
- Cooperative Awarded Vendor
(TBPC State Award, TCPN, TASB-Buyboard)
- Quotes over \$1,000.00 (verbal quotes)
- Quotes over \$5,000.00
(attach written quotes)

Increase Purchase Order for the following items:

Quantity	UOM	Description	Unit Price	Amount
		<i>Amount of Original Purchase Order</i>		\$170,957.18
1	EACH	(NIGP #92533) Construction Phase Cost AFTER COURT & PURCHASING APPROVAL SEND COPY TO COUNTY AUDITOR'S OFFICE TO THE ATTENTION OF <u>LUPITA GARZA</u>	\$2,024.85	\$2,024.85
		<i>Amount of Increase Request</i>		\$2,024.85
		TOTAL AMOUNT		\$181,782.03

Account Number: **2-1342-431-00-122-058-0-711**

Reason: INCREASE NEEDED FOR CONSTRUCTION PHASE OF DRAINAGE PROJECT.

Authorization: 
 Department Head

February 1, 2013
 Date

Reviewed by: _____
 Purchasing Department

 Date

Approved By: _____
 Purchasing Agent

 Date

Approved By: _____
 Hidalgo County Auditor

 Date

AI-36710

9. E.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: MARTHA SALAZAR

Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to enter into agreement for 36 months with Argus Security Systems, to install alarm system with a monthly service cost of \$19.00 through Requisition#227809 for the WIC Department.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1292-441-00-350-001-3-431

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available through Requisition# 227809 in the amount of \$249.00 as of 2/1/13 for Argus Security Systems, Inc.

Attachments

AGREEMENT

LEGAL LETTER

REQ

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	02/01/2013 08:50 AM
Budget & Management	Obdett Calzada	02/01/2013 10:39 AM
Erika Zamora	Erika Zamora	02/01/2013 04:16 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Lisa Vela		Started On: 01/30/2013 04:42 PM
	Final Approval Date: 02/01/2013	



Schedule of Equipment

Req 227809

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 10 day of Jan, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC ('Client'), located at:

125 W LAS MILPARR RD STE E PEARLE TX 76577

MARGARITA GONZALEZ 956-281-4033

SCOPE OF WORK / SERVICES TO BE PROVIDED:

INSTALLATION OF SECURITY SYSTEM

- 1- HONEYWELL VISTA 20 PANEL
- 1-6150 KHYPAL1
- 1-INTERIOR SIREN
- 1- EXTERIOR SIREN
- 4- DOOR CONTACTS
- 1- DT 7435 MOTION DETECTOR
- 1- PG 730 GLASS BREAK

INSTALATION COST \$230.00

ONE MONTH OF SERVICE \$19.00

TAX EXEMPT

TOTAL SALE \$249.00 BILL ON COMPLETION PO #

ASG SECURITY
(Alerta Security Group L.L.C.)

956 929 0597

Accepted by:

Joko Montenegro

Sales Representative (Print/Signature)

Company Authorized Signature

Title

Date

X

Client's Authorized Signature
HIDALGO COUNTY WIC

Date

Client's Name

Printed Name

Title

Business Telephone

Date

The parties hereto mutually agree that the Schedule of Equipment contains the entire scope of project services to be provided and must be signed by the Client and authorized by the Company.



v05.12

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT



Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY WIC
3105 W UNIVERSITY EDENBURG TX 78539

THIS AGREEMENT made this 10 day of Jan 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC, hereinafter called the "Client", at (site address) MARGARITA GONZALEZ 956-381-4632
125 B LAS MILPAS RD STB B PHARR TX 78577

1. **Agreement:** Company agrees to provide the system(s) ("System") and Monthly Services as described in section 1B, and in accordance with the Schedule of Protection (if applicable):

A. **Type of Transaction:** (check boxes that apply) System/Equipment Install/Purchase Company Owned System Monthly Services

B. **Services to be Provided:** (check all boxes that apply; amounts listed are represented in monthly charges)

- | | | | | | |
|--|---------|---|--|--|--|
| <input checked="" type="checkbox"/> Burglar Alarm Monitoring | \$19.00 | <input type="checkbox"/> ASG Connect | | <input type="checkbox"/> Fire Alarm Maint. (inc. Test&Ins) | |
| <input type="checkbox"/> Panic/Hold-Up Monitoring | | <input type="checkbox"/> ASG Managed Access | | <input type="checkbox"/> Sprinkler Alarm Maintenance | |
| <input type="checkbox"/> Fire Alarm Monitoring | | <input type="checkbox"/> Burglar Alarm Maintenance | | <input type="checkbox"/> Sprinkler Test & Inspect | |
| <input type="checkbox"/> Sprinkler Alarm Monitoring | | <input type="checkbox"/> Fire Alarm Maintenance | | <input type="checkbox"/> Fire Alarm Insp | |
| <input type="checkbox"/> Elevator Monitoring | | <input type="checkbox"/> Access Control Maintenance | | Billed: | |
| <input type="checkbox"/> Temp Alarm Monitoring | | <input type="checkbox"/> Video Surveillance System Maint. | | <input type="checkbox"/> FA Sens Test | |
| <input type="checkbox"/> Cellular/Radio Service | | <input type="checkbox"/> Opening/Closing Log Only | | Billed: | |
| <input type="checkbox"/> Data Link | | <input type="checkbox"/> Opening/Closing w/Schedules | | <input type="checkbox"/> Other: | |
| | | <input type="checkbox"/> O/C Reports | | <input type="checkbox"/> Administration Fee* | |

(Complete 2A or 2B and/or 2C, as applicable)

2A. **System/Equipment Purchase:** The total price ("Price") of the equipment inclusive of the installation (if applicable) thereof shall be \$ 230.00 Dollars plus applicable taxes. The terms of payment are as follows: Deposit \$ _____ upon Equipment Delivery \$ _____ upon 100% completion \$ 230.00. In the event of changes in cost of the System if request by the Customer or as required by local jurisdiction being supplied prior to the date of installation, Company reserves the right to adjust the price accordingly. Client shall be responsible for and shall pay to the Company the cost of any addition, changes and variations in the System, as herein contracted for or as installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interests or inspection and rating bureaus that may be requested or required by or of the Client after the date of the execution of this Agreement. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THIS SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT.

2B. **If Company Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ _____ for installation plus tax (if applicable) and the sum of \$ _____ per month plus tax (if applicable), payable monthly, quarterly, semi-annually, annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. *A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of \$ 19.00 Service/Monitoring Fee plus tax (if applicable) per month, payable monthly, quarterly, semi-annually, annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of three (3) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial three (3) years period, this Agreement shall be automatically renewable for periods of one (1) year each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

3. **Company's Liability/Disclaimer/Warranty:** COMPANY DOES NOT REPRESENT OR WARRANT THAT THE SYSTEM MAY NOT BE COMPROMISED OR CIRCUMVENTED, OR THAT THE SYSTEM WILL PREVENT ANY LOSS BY BURGLARY, HOLDUP, FIRE, OR OTHERWISE, OR THAT THE SYSTEM WILL IN ALL CASES PROVIDE THE PROTECTION FOR WHICH IT IS INSTALLED OR INTENDED. CLIENT ACKNOWLEDGES AND AGREES THAT THE COMPANY HAS MADE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE, NOR HAS CLIENT RELIED ON ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT ANY AFFIRMATION OF FACT OR PROMISE SHALL NOT BE DEEMED TO CREATE AN EXPRESS WARRANTY, AND THAT THERE ARE NO WARRANTIES WHICH EXTEND BEYOND THE DESCRIPTION ON THE FACE HEREOF. CLIENT FURTHER ACKNOWLEDGES AND AGREES THAT COMPANY IS NOT AN INSURER; THAT CLIENT ASSUMES ALL RISK OF LOSS OR DAMAGE TO CLIENT'S PREMISES OR TO THE CONTENTS THEREOF; AND THAT CLIENT HAS READ AND UNDERSTANDS ALL OF THIS AGREEMENT, PARTICULARLY PARAGRAPHS 17 AND 18 WHICH SET FORTH LIMITATION OF LIABILITY AND INDEMNIFICATION PROVISIONS IN THE EVENT OF ANY LOSS OR DAMAGE TO CLIENT OR ANYONE ELSE.

Schedule of Equipment to be Installed	
See Attachment: (if applicable) Schedule of Equipment and Pricing.	
ASG SECURITY (Alarm Security Group LLC) <u>Julio Montenegro</u> 956 989 0597 Sales Representative (Print/Signature)	Accepted by: <u>X</u> Client's Authorized Signature HIDALGO COUNTY WIC Date
Company Authorized Signature	Client's Name
Title	Printed Name
Date	Business Telephone
	Date

THIS AGREEMENT SHALL NOT BE BINDING UPON COMPANY UNLESS APPROVED IN WRITING BY AN AUTHORIZED SIGNATORY OF COMPANY. IN THE EVENT OF NON-APPROVAL, THE SOLE LIABILITY OF COMPANY SHALL BE TO REFUND THE CLIENT THE AMOUNT THAT HAS BEEN PAID TO COMPANY BY CLIENT UPON THE SIGNING OF THIS AGREEMENT.

License Numbers: DC: ECS001343, DE: 02-71, FAI-0721, MA: 1608 C, SS CD 000984, MD: 107-714, NC: NCASLB: 1961-CSA, 10653-SP-LV, NJ: 34BP0000500, 661109, OK: 1036, PA: PA062399, SC: BAC-13313, TX: B11180, ACR-3243, ECR-1767, HCR-410, VA: 11-3605, 3705 098237A, Other License #: _____

In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 3803 North Lamar Blvd., Austin, TX 78723-4472, 512-424-7710. In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 1961 Glenwood Ave. Suite 200, Raleigh, NC 27612-5119-786-5326.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

liza.lopez

From: Mague Gonzalez [mague.gonzalez@wic.co.hidalgo.tx.us]
Sent: Thursday, January 24, 2013 10:10 AM
To: liza.lopez@co.hidalgo.tx.us
Cc: martha.salazar@co.hidalgo.tx.us
Subject: Fwd: FW: Service Agreement for the Las Milpas WIC Clinic
Attachments: image001.jpg; image001.png; Argus Service Agreement for Las Milpas.pdf; image002.jpg
Importance: High

227809
Liza, can you please tell me the status of the following req. #227809- Argus Security for the Las Milpas & req. # 228490 Rogelio Arevalo - sign for the Las Milpas WIC

Reg
Margarita Gonzalez,
Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017 Fax
mague.gonzalez@wic.co.hidalgo.tx.us

----- Original Message -----
From: "Matilde Faz" <matilde.faz@co.hidalgo.tx.us>
Sent: 1/14/2013 1:59:47 PM
To: "Mague Gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>; "Norma Longoria" <norma.longoria@wic.co.hidalgo.tx.us>
Cc: "Darlene Belancourt" <darlene.belancourt@co.hidalgo.tx.us>; "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>; "liza.lopez" <liza.lopez@co.hidalgo.tx.us>
Subject: F W : F W : Service Agreement for the Las Milpas WIC Clinic

Mague

As per legal review and recommendation please read below, acceptance and changes must be made by the vendor, can you please let them know of legal's recommendations? Please don't send this email to vendor this is only for Hidalgo County STAFF!! ☺ Once the corrections have been made, please send agreement to Ms. Liza in order to place this through CC for approval remember if this is 1,000+ additional quotes may be needed.

Items (equipment) needs to be itemized with price in order to verify object/commodity codes.

THANKS!



Matilde (Mary) Fay

THE COUNTY OF HIDALGO, TEXAS

Purchase Order Specialist II

Purchasing Department

2802 South Highway 281

Edinburg, Texas 78539

☎ (956) 318-2626 ext. 4854

☎ (956) 318-2629

✉ matilde.faz@co.hidalgo.tx.us

"Life is not about waiting for the storms to pass...it's about learning how to dance in the rain!"

"Always remember to forget the troubles that pass your way; but never forget the blessings that come each day."

"Wish you the very best of the New Year and hope that ALL bring you health and prosperity in the coming year."

From: Josephine L. Ramirez [mailto:josephine.ramirez@da.co.hidalgo.tx.us]

Sent: Monday, January 14, 2013 1:46 PM

To: 'Matilde Faz'

Cc: 'Martha Salazar'; 'Deborah Fischer'
Subject: FW: Service Agreement for the Las Milpas WIC Clinic
Importance: High

Maty,

I have reviewed the attached service agreement for WIC. I approve as to the form of the agreement with one exception: Paragraph 18 "Third Party Indemnification" - this will need to include the language we typically add "To the extent provided for under the constitution and laws of the State of Texas."

Please let me know if you have any questions or need any additional information.

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: Deborah Fischer [mailto:deborah.fischer@auditor.co.hidalgo.tx.us]
Sent: Monday, January 14, 2013 11:47 AM
To: josephine.ramirez@da.co.hidalgo.tx.us
Subject: FW: Service Agreement for the Las Milpas WIC Clinic
Importance: High

Josephine,

Have you seen this agreement for Argus for the WIC department? There is an agenda item for tomorrow for approval of this agreement. There is an urgent need to have this approved tomorrow because the owner of the building we are currently in wants the county to vacate the premises asap and we need to move into the new building. WIC needs security up and running in the new building. Can you prioritize this agreement? It's only two pages.

Thanks for your help,

Deborah L Fischer

Grant Accounting Supervisor

Hidalgo County Auditor's Office

2808 S. Business HWY 281

Edinburg, TX 78539

Phone (956) 318-2511 Ext. 4670

Fax (956) 318-2577

deborah.fischer@auditor.co.hidalgo.tx.us



From: Mague Gonzalez [mailto:mague.gonzalez@wic.co.hidalgo.tx.us]
Sent: Monday, January 14, 2013 10:56 AM
To: deborah.fischer@auditor.co.hidalgo.tx.us
Cc: norma.longoria@wic.co.hidalgo.tx.us
Subject: Fwd: Service Agreement for the Las Milpas WIC Clinic
Importance: High

FYI:

Margarita Gonzalez,
Hidalgo County WIC Program
3105 W. University Drive
Edinburg, Texas 78539
(956)381-4646 ext. 4042
(956)381-0017 Fax
mague.gonzalez@wic.co.hidalgo.tx.us

----- Original Message -----

From: "Matilde Faz" <matilde.faz@co.hidalgo.tx.us>
Sent: 1/14/2013 10:50:28 AM
To: "Mague Gonzalez" <mague.gonzalez@wic.co.hidalgo.tx.us>
Subject: FW: Service Agreement for the Las Milpas WIC Clinic

Mague can you forward this to Ms. Fisher? I don't have her email.
Thanks!

Matilde (Maggie) Faz

THE COUNTY OF HIDALGO, TEXAS
Purchase Order Specialist II

Purchasing Department
2802 South Highway 281
Edinburg, Texas 78539
☎ (956) 318-2626 ext. 4854
☎ (956) 318-2629

✉ matilde.faz@co.hidalgo.tx.us

" Life is not about waiting for the storms to pass...it's about learning how to dance in the rain! "

" Always, remember to forget the troubles that pass your way; but ~~never~~ never forget the blessings that come each day.

" Wish you the very best of the New Year and hope that 2012 brings you health and prosperity in the coming year.

From: Matilde Faz [mailto:matilde.faz@co.hidalgo.tx.us]
Sent: Friday, January 11, 2013 9:59 AM
To: 'Martha Salazar'; 'Darlene Betancourt'
Cc: 'liza.lopez'
Subject: FW: Service Agreement for the Las Milpas WIC Clinic
Importance: High

Good morning, Ms. Marty
Please see attached agreement for legal review.

Thanks!
Liza

Ms. Mague will be contacting you in reference to this agreement. If assistance is needed please don't hesitate to contact me.
Thanks!

Matilde (Marty) Faz

THE COUNTY OF HIDALGO, TEXAS
Purchase Order Specialist II
Purchasing Department
2802 South Highway 281

Edinburg, Texas 78539

☎ (956) 318-2626 ext. 4854

☎ (956) 318-2629

✉ matilde.faz@co.hidalgo.tx.us

"Life is not about waiting for the storms to pass... it's about learning how to dance in the rain!"

"Always remember to forget the troubles that pass your way; but never forget the blessings that come each day."

"Watch you the very best of the New Year and hope that 2012 brings you health and prosperity in the coming year."

From: Mague Gonzalez [mailto:mague.gonzalez@wic.co.hidalgo.tx.us]

Sent: Friday, January 11, 2013 9:22 AM

To: matilde.faz@co.hidalgo.tx.us

Cc: norma.longoria@wic.co.hidalgo.tx.us; martha.salazar@co.hidalgo.tx.us

Subject: Service Agreement for the Las Milpas WIC Clinic

Maty, I am sending you the alarm lease agreement that was provided by Mr. Montenegro. I went out on quotes and this is the lowest bid. We will be moving into a new building effective January 18, 2013, and security is of great importance due the surrounding area.

Your prompt response is greatly appreciated.

Margarita Gonzalez,

Hidalgo County WIC Program

3105 W. University Drive

Edinburg, Texas 78539

(956)381-4646 ext. 4042

(956)381-0017 Fax

mague.gonzalez@wic.co.hidalgo.tx.us

AI-36675

9. F.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Agapito Vargas

Submitted By: Marcie Jackson, COLONIA
ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Requesting approval of payment for Invoice No.3262-\$4,162.80 (3rd Call) Rancho Escondido Subdivision) as submitted by project engineer, R. Gutierrez Engineering Corporation.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 3

ACCT. #: 3-1312-431-00-122-596-0-334

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O.659619 available balance is \$8,325.60, pending carryover to year 13.

Attachments

Invoice No.3262 Rancho Escondido Subdivision R. Gutierrez Engineering Corporation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/30/2013 12:14 PM
Budget & Management	Obdett Calzada	01/30/2013 01:06 PM
Roland Garcia	Rolando Garcia	02/01/2013 09:38 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Marcie Jackson		Started On: 01/29/2013 02:31 PM
	Final Approval Date: 02/01/2013	



Professional Engineers & Land Surveyors

130 E. PARK AVENUE • PHARR, TEXAS 78577

(TEL) 956-782-2557 • (FAX) 956-782-2558

Engineering Firm F - 456 • Surveying Firm #101650-00

AI-36675 02/05/13 C
Invoice Number 3262

Date 1/24/2013

Due on receipt

Invoice

Hidalgo County Precinct No. 2
Hector "Tito" Palacios
300 W. Hall Acres
Suite G
Pharr, TX 78577

Project: BCAP Rancho Escondido Subdivision

Const. Cost
% of Const. Cost
Billing Fee 41,628.00

Project No.: ENG05.012h
Contract No.: C-CAP-08-029A-10-28(WA#3)
PO No. 670937

<u>Phase</u>	<u>Phase Fee</u>	<u>% Complete</u>	<u>Fee Earned</u>	<u>Prior Billing</u>	<u>Current Fee</u>
Preliminary Design	16,651.20	100.00%	16,651.20	16,651.20	0.00
Final Design	16,651.20	100.00%	16,651.20	16,651.20	0.00
Construction	8,325.60	50.00%	4,162.80		4,162.80

Handwritten signature and date: 1/29/2013

REQ# 197354 P.O.# 659619
3-1312-431-00-122-596-0-334 → \$4,162.80 †
RANCHO ESCONDIDO SUBD-ENG & ARCH SRV

INVOICE RECEIVED BY:
Handwritten signature ON 1/24/13
GOODS/SERVICES RECEIVED BY:
Handwritten signature ON 1/24/13

Balance Due \$4,162.80

670937, 1059619, 1013775 - 563459 ✓

TWDB ID#	Colonia Name	Engineering Fee	Preliminary Design Ph. (%)	Preliminary Design Phase 40%	Final Design Phase (%)	Final Design Phase 40%	Construction Phase (%)	Construction Phase 20%	Total This Invoice	Previous Payment	Current Amount Earned	% Complete	Engineering Fee Available Balance
M1080413	Las Milpas Subdivision	\$ 17,407.93	100%	\$ 6,963.17	100%	\$ 6,963.17	100%	\$ 3,481.59	\$ 17,407.93	\$ 17,407.93	\$ -	100%	\$ -
M1080454	McColl Estates Subdivision	\$ 16,626.81	100%	\$ 6,650.72	100%	\$ 6,650.72	100%	\$ 3,325.37	\$ 16,626.81	\$ 16,626.81	\$ -	100%	\$ -
M1080596	Rancho Escondido	\$ 41,628.00	100%	\$ 16,651.20	100%	\$ 16,651.20	50%	\$ 4,162.80	\$ 37,465.20	\$ 33,302.40	\$ 4,162.80	90%	\$ 4,162.80
M1080693	South Side Village (Const. Mgmt Only)	\$ 1,727.09	100%	\$ -	100%	\$ -	100%	\$ 1,727.09	\$ 1,727.09	\$ 1,727.09	\$ -	100%	\$ -
M1080557	Pentecostal (Const. Mgmt Only)	\$ 4,045.05	100%	\$ -	100%	\$ -	100%	\$ 4,045.05	\$ 4,045.05	\$ 4,045.05	\$ -	100%	\$ -
M1080767	Val Bar (Const. Mgmt Only)	\$ 1,944.93	100%	\$ -	100%	\$ -	0%	\$ -	\$ -	\$ -	\$ -	0%	\$ 1,944.93
		\$ 83,379.81		\$ 30,265.09		\$ 30,265.09		\$ 16,741.90	\$ 77,272.08	\$ 73,109.28	\$ 4,162.80		\$ 6,107.73

Project Completion

Anticipated Completion Date _____

Extension _____

Date Extension was approved in Court _____

Project Engineer

Name (Print) _____

Ramiro Gutierrez

Signature _____

Ramiro Gutierrez
1/24/13

Date _____

Colonia Access Program Director _____

Date _____

mg

AI-36685

9. G.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Martha L Salazar

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Authority to exercise the additional one (1) year option to extend/renew as provided in the current agreement with ACS Government Records Services Inc. in connection to Contract # C-08-448-02-09 for the puposes of:"Records Management and Imaging System, Photostat Re-Creation and Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records" for the Hidalgo County Clerk's Office, Effective-02/09/13-02/08/14

BACKGROUND

Extension/Renewal-C-08-448-02-09-ACS Government Records Mgt Divison

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1237-415-40-180-003-0-341

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available as of 02/01/2013. As per the County Clerk's Office, requisition will be generated upon Commissioners' Court approval and new contract no. for the extension has been provided by the Purchasing Dept.

Attachments

Extension-ACS Govt Recs Mgt Div-C-08-448-02-09

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/30/2013 12:15 PM
Budget & Management	Obdett Calzada	01/30/2013 01:12 PM
Sylvia Solis	Sylvia Solis	02/01/2013 03:11 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Letty Saenz		Started On: 01/29/2013 05:55 PM
Final Approval Date: 02/01/2013		



January 28, 2013

Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

Reed Roach, Senior Sales Representative
ACS Government Records Management Division
2800 West Mockingbird Lane
Dallas, Texas 75235
Ph. (800) 782-5652 Fax (214) 358-1622

via email reed.roach@acs-inc.com

Re: *Extension/Renewal - C-08-448-02-09 - "Records Management and Imaging Services" - Hidalgo County Clerk's Office*

Dear Mr. Roach:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the **additional one (1) year period** as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice for placement on the next Commissioners' Court agenda meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____
Reed Roach, Senior Sales Representative

Date: _____

Additionally, we are requesting your company provides an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statements of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at (956) 318-2626. Your cooperation to this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Respectively,

Leticia H. Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

**AMENDMENT TO
SERVICE CONTRACT
C-09-448-02-09**

This **AMENDMENT** to the **CONTRACT** between **ACS Government Records Services Inc.**, (the "Vendor") and **HIDALGO COUNTY** (the "County"), effective the **12th** day of **January, 2010**, is made between the Vendor and the County, (the "Amendment"), as follows:

WHEREAS, Vendor and County entered into a Contract dated **February 9, 2009**, in which the Vendor agreed to provide services for: "**Records Management and Imaging System, Photostat Re-Creation And Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records of the Hidalgo County Clerk** " (the "Contract");

WHEREAS, due to a need to clarify the contract number assigned to the contract, the parties now desire to amend the Contract to denote the correct contract number;

WHEREAS, the parties desire to amend the Contract as hereinafter provided.

NOW THEREFORE, for and in consideration of this mutually agreed Amendment to the Contract, Vendor and County hereby agree to the following Amendment to the Contract:

1. The contract number stated in the Contract is hereby deleted in its entirety and the following contract number is assigned to this Contract in lieu thereof:

Contract No. C-08-448-02-09

2. Except as modified herein, all terms and conditions of the Contract, as amended, remain in full force and effect. Vendor and County ratify and confirm the terms and provisions of the Contract as amended.

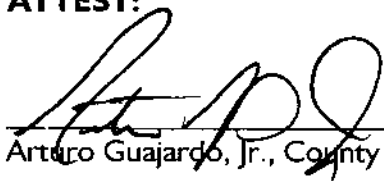
EXECUTED IN DUPLICATE ORIGINALS and effective as of the day and year first written above.

HIDALGO COUNTY



Rene A. Ramirez, County Judge

ATTEST:



Arturo Guajardo, Jr., County Clerk

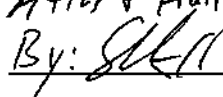
ACS Government Records Services, Inc.

 2/5/10

Authorized Signature

Title: VICE PRESIDENT

Approved as to Form:

Atlor & Hall, LLC
By: 

AI-19324**19.G.1.**

**County Clerk-Amendment to Contract #C-09-448-02-09 - ACS Gov't
Records Svc Inc
CC REGULAR**

Date: 01/12/2010**Submitted By:** Letty Saenz, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Purchasing only:** County Clerk**Information****CAPTION**

Recommending approval of an AMENDMENT to Service Contract No. C-09-448-02-09 with ACS Government Records Services Inc. to reflect *correct* contract number as ~~C-08-448-09-02~~ for: "Records Management and Imaging System, Photostat Re-Creation and Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records" for Hidalgo County Clerk.

BACKGROUND

Amendment to Contract (as approved by legal counsel)

Fiscal Impact**FISCAL YEAR:** 2010**ACCT. #:** 0-1237-415-40-180-003-0-341**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:** N**BUDGETARY IMPACT:**

Funds available as of 01/08/10. Refer to Req. #00167460.

Attachments

Link: [Amendmnet-apprvd by legal counsel](#)

Link: [current contract document](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/08/2010 11:28 AM	APRV
2	Budget & Management	Erika Zamora	01/08/2010 11:43 AM	APRV
3	Sylvia Solis	Sylvia Solis	01/08/2010 04:35 PM	APRV
4	Auditor's Office		01/08/2010 05:42 PM	NEW

Form Started By: Letty Saenz
Started On: 01/07/2010 05:34 PM
Final Approval Date: 01/08/2010

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-448-02-09

THIS CONTRACT is made and entered into this **9th** day of **February, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **ACS/Government Records Services, Inc.** a Texas Corporation. ("Company").

WHEREAS, Company responded to advertised notices for proposals for ***“Records Management and Imaging System, Photostat Re-Creation And Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records of the Hidalgo County Clerk ”*** (the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposal, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" respectively, and incorporated herein for all purposes (the "Specifications"); 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 proposal to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

- I. County and Company hereby agree that this Contract is entered into in order to provide the Services to **Hidalgo County Clerk’s Office** for ***“Records Management and Imaging System, Photostat Re-Creation And Computerized Indexing of Land Records for Real***

Property, Uniform Commercial Code and Vital Statistics Records of the Hidalgo County Clerk". This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Clerk's Office** 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 of four (4) years**, commencing upon approval of Commissioner's Court and expiring on **February 8, 2013**, and may be extended at the sole discretion of the County for an additional one (1) year term. County also reserves the right to continue this proposal for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

4. As a condition of this Contract, Company shall hold and maintain throughout the term of this Contract all licenses and permits required, or which may be required by any authority during the term hereof to provide the Services.

5. All 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 employment of Company who operate such 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 vehicles in providing the Services.

6. As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Company.

7. Company shall provide insurance in force on all its vehicles and all persons connected with providing services under this Contract naming County as an additional insured (with the coverages and in the amounts described on Exhibit "C" attached hereto and incorporated herein at this point for all purposes), and shall furnish to County certificates of such insurance coverage.

8. Company shall provide a sufficient number of trucks, vehicles, personnel and equipment available to safely and efficiently provide the Services.

9. Company shall indemnify and hold harmless County, its elected officials, employees and agents from any and all claims, damages, losses, and expenses including attorney's fees for the defense of any action against County arising out of, resulting from, or connected with the provision of the Service by Company under this Contract. Said indemnity shall cover any act or failure to act by the Company, its agents or employees.

10. This Contract shall not be assignable in whole or in part by either party without prior written consent of the other party.

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has no supervision of the performance of the Services provided by Company, and that Company is an

independent contractor under this Contract.

12. Any notice required or permitted to be given hereunder shall be in writing and shall be delivered personally or sent by certified mail, postage prepaid, as set forth below:

If to County: The County of Hidalgo
 Attn: County Judge
 100 E. Cano, 2nd Floor
 Edinburg, Texas 78539

With copy to: Hidalgo County Clerk
 Hidalgo County Courthouse
 100 North Closner, 1st Floor
 Edinburg, Texas 78539

If to Company: ACS/Government Records Services, Inc.
 Attn: Hubert P. Auburn, Vice President
 2800 West Mockingbird Lane
 Dallas, Texas 75235

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.

WITNESS our hands in duplicate originals this 9th day of February 2009.

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: [Signature]

ATTEST:

[Signature]
Arturo Guajardo, Jr., County Clerk

COUNTY OF HIDALGO

By: [Signature]
Juan D. Salinas, III, County Judge

COMPANY: ACS/Government Records
Services, Inc.

By: [Signature]

Printed Name: Hubert P. Auburn

Title: Vice President

EXHIBIT "A"
SPECIFICATIONS, REQUIREMENTS &
SCOPE OF SERVICES

EXHIBIT A

SPECIFICATIONS, REQUIREMENTS,
AND SCOPE OF SERVICES
HIDALGO COUNTY CLERK'S OFFICE

REQUEST FOR PROPOSAL

''RECORDS, MANAGEMENT AND
IMAGING SYSTEM''

RFP NO: 2008-448-12-10-otm

HIDALGO COUNTY CLERK'S OFFICE
REQUEST FOR PROPOSAL

''RECORDS, MANAGEMENT AND IMAGING SYSTEM''

RFP NO: 2008-448-12-10-otm

Overview:

The objective of this Request for Proposals (RFP) is to obtain proposals for a turnkey fully integrated records management and document image processing system and specific vendor provided production services (hereinafter referred to as the ''System'') for the Office of the County Clerk for Hidalgo County (hereinafter referred to as the ''County'' or the ''Clerk'')

The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of **''Records, Management and Imaging System''** as specified herein. Sealed proposals will be accepted until **9:30 A.M., Wednesday, December 10, 2008.** **ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:
RFP Number: 2008-448-12-10-OTM

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
---	--

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: 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
--	--

WRITTEN QUESTIONS WILL BE ACCEPTED VIA F. JIMILE NO LATER THAN Wednesday, December 03, 2008, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by Friday, December 05, 2008. 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 successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office 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**) certifying 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:

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 proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:

In order to be considered all submittals **must** be signed. **Please sign the original in blue ink.**

WAIVING OF INFORMALITIES:

Hidalgo County reserves the right to waive minor informalities or technicalities when it is in the best interest of Hidalgo County.

SUBCONTRACTING:

The successful submitter **may not** subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

DURATION OF CONTRACT: The initial term of the contract shall be for a **Four (4) Year period after date of award of contract**, with the County's option for an additional **One Year** extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. The system must be implemented and fully operational within ninety (90) calendar days from date of contract award. Additional requirements to be included in the contract, stated under **Scope of Services in Exhibit "A"**.

DAVIS BACON ACT:

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications (if applicable).

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.

PROPOSER'S QUALIFICATIONS:

Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

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 proposer's credentials, education and experience with other entities is required and will be scored accordingly during the evaluation process.

REQUIRED CERTIFICATES AND SUBMITTAL:

This section will contain any/all licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as 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 SERVICE

The vendor must provide a system and services that consist of all hardware, operating system software, application software, and any items such as networking (i.e. replacing existing cable to meet Level & specifications) and communications needed to implement the requirements of this proposal including delivery, installation, documentation, maintenance, and user training.

If not the existing vendor, they must show previous experience in importing and converting (transition) system software platforms from the existing vendor system to the new vendor system, seamlessly.

The vendor must provide the following services:

1. Creation of microfilm from the digital images of scanned real property documents as an archival media.
2. Guarantee that all indexing of Real Property Records will be posted within 72 hours.

Vendor is also to provide all accessories, labor, and materials including all consumables such as, toner cartridges, microfilm, and printer ribbons necessary for a turnkey system.

The system functionality includes digital image capture (scanning), storage, retrieval, and automated cashing for the following documents types:

- A. Real Property Records (Official Records)
- B. Uniform Commercial Code Records/Financing Statements
- C. Birth Records
- D. Death Records
- E. Marriage Records
- F. Cattle Brands
- G. DD - 214's

For Marriage records, there is a requirement to generate both the marriage license application and the marriage certificates in accordance with State of Texas and Hidalgo County Forms.

It is the responsibility of the awarded vendor to retrieve "all" existing images and data from the current vendor at no additional cost to Hidalgo County. Provide a website with customer log in capability. This site will include the capability of monitoring statistical data such as, number of hits to the site/page and number of hits to particular areas such as deeds of trust, DBA's, oil and gas leases, commissioners court minutes, and any other County Clerk records.

The Hidalgo County Clerk currently has online document images from October 1978 through current. Vendor must convert all existing document images within a 90-day period upon award of this contract.

The County is not interested in the purchase of any hardware or software, at this time, therefore pricing for the system and services should be quoted on the monthly fee basis.

Vendors must provide evidence of their in-house capability.

Vendor shall safeguard all information and data provided by the County. Proprietary ownership of all data, regardless of what media it is stored on, is retained by Hidalgo County. Any reproduction or duplication must have the written approval of the Hidalgo County Clerk.

Vendor must provide an audited financial statement.

Vendor must furnish Hidalgo County with at least three references where proposed software is processing public records, including County name, contact name, telephone number, and length of time software has been installed.

I. SYSTEM REQUIREMENTS

Environment

The design of the proposed system should support either a true client -server. The local area network (having one or more segments) must support at least 100BASE-TX (100Mbps) topology.

It is required that all client workstations run the MS-Windows XP, SP3 or newer.

The server must be a multiprocessing unit capable of performing standalone data processing, image processing, and communications concurrently. The server must also include a relational data base management system with a suitable suite of utility functions. The server (or servers) must be capable of processing document image requests from browser based (internet/intranet connected) workstations.

Provide equipment and connectivity (T-1), for the McAllen sub-station to the County Clerks Office infrastructure.

The proposed system must implement industry open standards in hardware and software to protect the County's investment and offer distributed processing capabilities, allowing information to flow transparently between the proposed imaging system and the County's existing systems.

The system will be capable of accommodating multiple third party e-filing entities that could help increase e-filed documents in Hidalgo County. Any and all third parties capable of providing this service to Hidalgo County shall be allowed to e-record documents in Hidalgo County at no additional cost to Hidalgo County, third party, or the filer.

Workstations

All workstations shall be IBM PC compatible and consist as a minimum or the equivalent of Dell Optiplex 755 core 2 duo/2.33GHz, 1GB RAM, 80GB HDD, with 21" high resolution monitors (1600 x 1280 pixels), in a dual page display mode.

Image Printers

There shall be no limiting factor on the number of printers attached to the system. Printers must use laser technology with a minimum speed of 17 pages per minute at a density of 600 dpi. It is required that all printers be network attached and able to print images at the printer's rated speed.

Scanners:

Scanners must be capable of scanning up to a minimum of 400 dpi at a sustainable rate of not less than 22 pages per minute and handle documents from 3" x 5" to 11" x 17". In addition, Software to enhance document clarity will also be required.

Disk Array

The server must have a configurable magnetic disk array subsystem (RAID) operating Server 2003 or better. The subsystem shall have an initial minimum capacity to hold all existing image and index database with sufficient additional capacity to support growth throughout the contractual period.

Cashiering Workstations

Cashiering Workstations will be compatible with the other PCs and will include a cash drawer, a receipt-printing device capable of printing all required stamps and receipts and validation information.

Configuration

The workflow will require a minimum of the following hardware, software, and peripherals:

1. Some workstations will be required to work in a multi-software environment and requestor must be able to accommodate changes.
2. Workstations: (41) PC's and (3) Laptops with Docking Stations
 - a. Computer and Peripheral Breakdown
 - i. (4) Bookkeeping, w/printers, cashier and receipt ready
 - ii. (5) Recording w/printers and cashier and receipt ready
 - iii. (3) Scanning stations w/DVD writer must have Excel
 - iv. (6) Vitals w/printers must have Excel
 - v. (2) Deed records, w/printers, one Scanner
 - vi. (14) Public Workstations
 - vii. (3) McAllen Station with printers, one of them cashier and receipt w/scanner
 - viii. (3) McAllen Public Stations
 - ix. (1) Assumed name search computer at Recording
 - x. (3) Admin Laptops with docking stations (Latest Technology and Full Office Suite)
 - b. Need administrator accounts for selected personnel for editing of indices or records.

This estimate is based on our data and is open for review. Additional equipment will be required as filings increase, as the database expands, and as other departments outside (i.e. sub-stations) of the Clerk's office require remote access to County Clerk records with image capable workstations. At least one (1)

off-site substation shall be included. They should be able to provide all services legally allowed for the County Clerk by the Government Code.

Additional workstations and associated equipment may be required to be provided by the vendor, at no additional cost to Hidalgo County, as filings increase, or as the database expands, or as more Internet or remote users are added, or as other departments outside the Clerk's office require remote access to the County Clerk document image records.

Service and Support

Vendor shall provide for full installation support and any training necessary for Hidalgo County employees to fully utilize the system.

Vendor shall provide a method for system modifications, software and hardware (cabling), whether the change is required by system upgrade, workload fluctuations, changes in standards or requested by Hidalgo County. The vendor, at no additional cost to Hidalgo County, shall accomplish this effort.

Equipment maintenance must be performed on-site. Equipment must be repaired or replaced within 24 hours after failure. Maintenance hours are 10 hours a day (7:30 AM through 5:30 PM) five days a week (Monday through Friday) except for Hidalgo County holidays. It is the vendor's responsibility to make all replacement hardware operational (not the County or County personnel). The vendor shall provide a toll free telephone number for a customer support representative available during maintenance hours. The vendor shall provide all supplies (i.e., toner cartridges, printer receipt rolls, receipt printer cartridges, bar coding receipt rolls, marriage license applications, marriage licenses, etc.).

Vendor shall provide a full time, on site technician.

Hidalgo County requires that the support and maintenance depot location for this system be in the State of Texas.

Vendor's system shall include a modem for remote software debug and maintenance in an on-line mode. Responsibility for determining the source (i.e. hardware/operating system/software) of a problem and for resolving that problem shall rest with the vendor alone.

In the event a more efficient technology becomes available, vendor guarantees to convert County's data to a media acceptable to the new technology. Vendor must also provide an acceptable timetable for the conversion at no additional cost to Hidalgo County.

The system must be available during Hidalgo County operational hours; therefore, the vendor is required to have a permanent onsite support person available during maintenance hours. Quarterly maintenance of computers to include dust removal will be needed.

System Backup and Off-site Data and Image Storage

Vendor shall provide off-site storage in the State of Texas for copies of all images, index databases, and microfilm at no additional cost to Hidalgo County. Vendor's off-site storage

facilities must meet or exceed current ANSI standards and applicable Texas State Library requirements.

Documentation

Vendors shall provide full documentation and information regarding backup procedures and responsibilities.

Vendor shall provide full documentation and information regarding disaster recovery procedures.

Uptime

System uptime is a primary concern of Hidalgo County. Vendor shall provide complete information on system availability and reliability along with fallback procedures in case of equipment failure. Battery backup on all servers & workstations at the Hidalgo County Clerks Office and McAllen substation is required to ensure proper shutdown procedures.

II. SPECIFICATIONS

1. The system must be capable of handling 900 real property document filings a day at start-up and allow modular expansion of the system to handle any increase in filings. System must handle various sizes, colors, and weights of paper. The system must process documents having strips of paper attached over the top of another sheet along with staples and paper clips. Images must be taken from the original documents.
2. They must perform all of the recording functions while the person filing the document waits for its return. Large groups of filings will be processed separately in a batch.
3. All equipment, software, and procedures must meet or surpass, on a continuing basis, all Texas State Library laws and standards for archiving and preservation of records as they are developed and become effective.
4. All proprietary equipment and software must be disclosed. All proprietary software, including original coding, must be placed in escrow as specified by the under control of the Hidalgo County Clerk. The escrow information must be maintained to current status.
5. Simplicity of use by the public is a requirement and will be given the highest priority of consideration. The entire system must be simple to use, but for the end-user public, the system must be simple to the point of not needing prolonged intervention or assistance from a County employee. As an example, no sign-on should be necessary at a public terminal. Public terminals must be view or copy only and provide sufficient security to preclude any possibility of altering documents.
6. System must have user interface software allowing the novice operator to accomplish tasks using simple sequence, allowing quick access with a minimum of confusion, delay, or instruction. Workstations should turn-off after 5 minutes of inactivity.

7. The system must provide an audit trail of all activity, which can be produced on a daily basis.
8. The system shall support optical character recognition. The system shall have the capability to extract information and pass extracted information on-line with the image-to-index originator to complete the index.
9. The systems and information must be compatible with HTML format to allow future Internet compatibility.
10. All systems software and hardware must be able to handle Credit Card transactions for all services offered by the County Clerk of Hidalgo County.

III. WORKFLOW SPECIFICATIONS

Once a document has been accepted for filing, the recording process will begin with the cashiering process at a cashiering workstation.

- Entering the type of document being recorded and verified by a type table. If the type is not on the table use "unknown" in the document type and allow the operator to update to the correct type.
- Enter how many pages are in each document.
- Proposed system will utilize a cashiering fee table to calculate and display the total fee for each document and batch. The cashier should be able to change the fee amounts if necessary. Depending on the document type, the system will automatically calculate any taxes due.
- Process any changes in recordings, recalculating the filing fee.

After the fee is received and noted on the system, the system will perform the following functions:

1. System must automatically assign appropriate instrument numbers sequentially within each customer batch, processing each batch in time-received order. Instrument number assigned varies with type of document being processed, real property record, financing statement, etc.
2. System must assign current recording date-year month (yyyy mm dd) and time-hour, minute and seconds am/ pm (hh:mm:ss) for each document.
3. System will assign a receipt number, a transaction validation number, and a cashier identification number and generate a receipt, which also identifies all document types and moneys collected.

Included on the receipt

- Received From:-Name and Address
- List of fees by document number and type
- Method of payment (include check number or numbers if multiple checks)
- Any change required
- Receipt number
- Validation number (sequential transaction number)
- Cashier identification and station number
- Total fee amount
- Date

4. System will imprint the first page of the document with the cashiering validation information and recording information. System will imprint the original instrument with the following information:

- Date and Time - on first page only
- Fee Amount - on first page only
- Cashiering validation information - on first page only
- Instrument number - on first page only
- File stamp - on last page only

5. The system must allow the ability to change the locations of the stamps as necessary.

6. The system must have the capability of printing mailing labels or for returning processed documents by mail to the customer. These labels should include a mailing date and instrument identifier in addition to the pertinent name and address information.

7. The system must document all transactions recorded and amount charged.

8. The system must include tables to limit the amount of data entry required, including, but not limited to, type of document, amount charged, and name and address tables.

9. The system must allow payments to be accepted by cash, check or charge (standard or advanced deposit draw down), or deferred payments or any combination thereof. The system must calculate change due on screen and allow an option to log a refund, rather than return the cash amount. For filing and for copy charges, the system must generate invoices, if needed.

10. The system, must issue monthly balance statements.

11. The system must include a cash drawer for each cashiering station. Provision must be made for closing each drawer both during the day with subtotals and at the end of each day with subtotals. Each station will be uniquely identified. The end of the day reconciliation report should allow a remarks field to enter operator signatures and comments.

12. Voided transactions must be documented by the system.

13. The system must process all checks returned by banks. The transaction amounts must reverse the original posting amounts to reflect the correct dollar amounts in the accounts. The transaction must be fully documented and a history of returned checks maintained.
14. The system must process all checks returned by banks. The transaction amounts must reverse the original posting amounts to reflect the correct dollar amounts in the accounts. The transaction must be fully documented and a history of returned checks maintained.
15. Once the transaction has been entered into the system, there can be no deletions or alterations made to that transaction, changes to the cashiering system may be made only by offsetting transactions.
16. The on-line real property database will require the vendor to convert and load the entire database onto the new system. We must have on line correction capability. All of our current inquiry screens capability must be available on the image viewing terminals using the new system. For indexed entries to which there is an image, there will be an indicator on the index display that a document is available or not available for viewing and the linkage to the image record.
17. All images are to be available to the public for viewing without operator intervention. Image selection for viewing should be accomplished with no keying of data. Copies should be available at a cashier workstation through a printer.
18. System must capture the image via batch scanning onto a hard disk for viewing and any needed re-scanning.
19. System must return images to the screen after an inquiry to the index. First page images response time must be less than five seconds for any requested document. For each following page of the document less than two-second page turn time is required. Print stat time must be less than twenty seconds from request. The system will maintain response time regardless of increased filing volumes or number of workstations accessing the system
20. System to pre-determine the amount of time a workstation monitor stays on line (off after five minutes of inactivity) for cashiering, public retrieval, etc.
21. System must be capable of producing hard copies immediately after imaging. The user must have the capability to print images with or without viewing them. The software must allow images to be printed either page by page or as an entire document.
22. Software must allow images or selected portions of an image to be enlarged for clarification. Software must allow images to be rotated a 90 degree intervals and to reverse the image from white to black and vice versa.
23. Safeguards must be included to prevent the deletion or alteration of any image.
24. The system must provide scanning processing software that will automatically sharpen images. The operator must be able to bypass this feature and manually adjust the image or take two images if necessary.

25. System must be accessible by specific category in order to retrieve data and write to disk i.e.; deeds, foreclosures, assumed names.

26. System should be able to perform document validation, transaction audits and detailed accounting reports by category i.e.; birth certificates long form or card form, death certificates, marriage, etc.

27. System must provide supervisor tools for monitoring employee productivity and accountability.

VIII. TERM OF CONTRACT

The initial term of this contract shall be for a four (4) year period after date of award of contract with the County's option to extend for an additional one (1) year under the same rates, terms, and conditions. The system must be implemented and fully operational within ninety (90) calendar days from date of contract award.

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 next contract term.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:

Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

RFPs must be submitted by no later than 9:30 a.m. on Wednesday, December 10, 2008.

RFP SUBMITTED TO: An original and seven (7) copies of RFPs should be submitted to:

<u>US Postal Mail Address:</u>	<u>Physical Address:</u>
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

All/Any costs and expenses associated with the preparation and submission of (bids, proposals 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 has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo.

25 points
2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

30 points
3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately.

20 points
4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.

25 points

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

EXHIBIT "B"
VENDOR'S PROPOSAL
AND BEST AND FINAL OFFER (BAFO)



expertise in action™

E. Proposal Pricing Page

Description	Price Per Month
Records Management & Imaging System	\$13,500.00
Price Per Instrument	
Computerized Indexing of Land Records	\$1.30



Government Records Management Division
2800 W. Mockingbird Lane
Dallas, Texas 75235
(800)782-5652 or (214)902-5000
Fax: (214)358-1622

January 15, 2009

Ms. Olga T. Montero
Hidalgo County Purchasing
2802 S. Business Hwy. 281
Edinburg, Texas 78539

RE: Best and Final Offer – RFP NO: 2008-448-12-10-otm
Hidalgo County Clerk’s Office – “Records, Management and Imaging Services”

Thank you your memorandum on a Best and Final Offer for the above referenced RFP.

Our “Best and Final Offer” is the same as our RFP Response. We have priced our proposal at our best possible offering to Hidalgo County.

Sincerely,

Lynn Moore
Senior Sales Representative
ACS Government Records Services, Inc.

MEMORANDUM (IMMEDIATE REVIEW AND RESPONSE REQUIRED)

To: Lynn Moore, Senior Sales Representative
ACS Government Records Services, Inc.

From: Olga T. Montero, Buyer II for:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Date: January 14, 2009

Re: Best and Final Offer -RFP NO: 2008-448-12-10-otm Best and Final Offer for
Hidalgo County Clerk's Office-"Records, Management and Imaging Services"

Pursuant to "Wednesday's Conference Meeting-January 07, 2009", a discussion was held regarding any concerns and/or questions in connection with the above-referenced project. Hidalgo County Clerk, Hon. Arturo Guajardo, Jr. discussed what the project and services entailed. Please review discussed and approved details as follows:

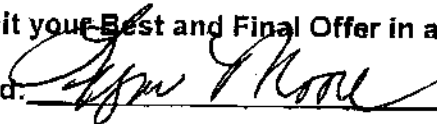
- a) The term of contract shall be for a four (4) year period after date of award of contract with the County's option to extend for an additional one (1) year extension based on prior year performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "grace period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under Specifications, Requirements and Scope of Services in Exhibit "A".

Your original proposal is at Records, Management & Imaging System \$13,500.00 (per month) / Computerized Indexing of Land Records \$1.30 (price per Instrument) at this time Hidalgo County is requesting for consideration a "Best and Final Offer" as discussed and agreed by both parties for the proposed scope of work and services for the above-referenced project.

We request that you submit a proposed your "Best And Final Offer" by 3:00 p.m., Monday, January 19, 2009 or sooner, in order to proceed forward.

If you have any questions, please call me at (956) 292-7000-Extension 4859. Thank you.

Submit your Best and Final Offer in a separate sheet and attach this letter with your proposal.

Signed: 

Title: Senior Sales Representative

Printed Name: Lynn Moore

EXHIBIT "C"
INSURANCE REQUIREMENTS

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

12/1/2009

DATE (MM/DD/YYYY)
12/8/2008

PRODUCER LOCKTON COMPANIES, LLC-N DALLAS
717 N. HARWOOD, LB#27
DALLAS 75201
214-969-6700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED 1025979 Affiliated Computer Services, Inc.
ACS State & Local Solutions, Inc.
2828 N. Haskell
Dallas TX 75204

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: ACE American Insurance Company	22667
INSURER B: Indemnity Insurance Company of North America	43575
INSURER C: Lexington Insurance Company	19437
INSURER D:	
INSURER E:	

COVERAGES AFFC001 AJ

THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER AND THE CERTIFICATE HOLDER.

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	X	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	HDO G23748046	12/1/2008	12/1/2009	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COM/OP AGG \$ 2,000,000
A	X	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS	ISA H08249817	12/1/2008	12/1/2009	COMBINED SINGLE LIMIT (Ea accident) \$ 2,000,000 BODILY INJURY (Per person) \$ XXXXXXXX BODILY INJURY (Per accident) \$ XXXXXXXX PROPERTY DAMAGE (Per accident) \$ XXXXXXXX
		GARAGE LIABILITY <input type="checkbox"/> ANY AUTO	NOT APPLICABLE			AUTO ONLY - EA ACCIDENT \$ XXXXXXXX OTHER THAN EA ACC AGG \$ XXXXXXXX
		EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE <input type="checkbox"/> UMBRELLA FORM RETENTION \$	NOT APPLICABLE			EACH OCCURRENCE \$ XXXXXXXX AGGREGATE \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX \$ XXXXXXXX
B A A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? NO If yes, describe under SPECIAL PROVISIONS below	WLR C44355437 (ALL OTHER) WLR C44355486 (AZ, CA) SCF C44355449 (WI)	12/1/2008 12/1/2008 12/1/2008	12/1/2009 12/1/2009 12/1/2009	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C		OTHER Employer's Excess Indemnity (TX)	EPIC5356336	12/1/2008	12/1/2009	\$1M per person; \$10M per occ.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
Employer's Excess Indemnity coverage provides excess limits over and above the employer's ERISA qualified non-subscriber benefit plan for Texas employees who sustain work related injury or disease. Re: Records Management & Imaging System - RFP # 2008-448-12-10-OTM. This certificate is only for RFP purposes and has been issued in compliance with ACS' policies and procedures. Proposal due date: 12/10/08. Hidalgo County Purchasing Department is included as Additional Insured on GL and AL where required by written contract. ACS division Government Records Services, Inc. will be providing services for this contract.

CERTIFICATE HOLDER

3981356
Hidalgo County Purchasing Department
Attention: Martha L. Salazar
Administration Building
2802 S. Business Hwy. 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 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
Martha L. Salazar

AI-13873**21.A.11.****County Clerk-Award of Service Contract-ACS Government Records Services-C-09-448-02-09****CC REGULAR****Date:** 02/09/2009**Submitted By:** Letty Saenz, PURCHASING DEPT.**Submitted For:** Marty Salazar**Department:** PURCHASING DEPT.**Agenda Category:** Purchasing Department**Purchasing only:** County Clerk**Information****CAPTION**

Presentation for discussion, consideration and approval of the final negotiated Service Contract (approved as to form by legal counsel) for: "Records Management and Imaging System, Photostat Re-Creation and Computerized Indexing of Land Records for Real Property, Uniform Commercial Code and Vital Statistics Records" between Hidalgo County (Clerk's Office) and ACS/Government Records Services, Inc.

BACKGROUND

Service Contrat No. C-09-448-02-09-ACS/GRS as (approved by legal counsel)

Fiscal Impact**FISCAL YEAR:** 2009**ACCT. #:** 9-1237-415-40-180-003-0-341**FUNDS AVAILABLE Y/N?:** Y**MATCHING FUNDS Y/N?:****BUDGETARY IMPACT:**

Amount available for req #'s 147484 & 147493 \$165,000.00 & \$209,000.00 as of 2-6-09, respectively for ACS.

Amount available for PO #617214 \$15,000.00 as of 2-6-09 for ACS.

Attachments

Link: [Award of Service Contract](#)

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/05/2009 05:32 PM	APRV
2	Budget & Management	Veronica Lopez	02/06/2009 07:43 AM	APRV
3	Manuel Chapa	Manuel Chapa	02/06/2009 08:10 AM	APRV
4	Ivan Cantu		02/06/2009 08:34 AM	PEND

Form Started By: Letty Saenz
Started On: 02/05/2009 04:22 PM
Final Approval Date: 02/06/2009

AI-36684

9. H.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Precinct #1-Former Administration Submitted By: Marty Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting approval of a "waiver" from Hidalgo County's newly adopted "Exiting Elected Official Expenditure Policy"-CC-11-27-12 for Purchase Order #684466 issued to Doggett Heavy Machinery Services, LLC-\$1,663.62 as the parts were required since the repairs were being done by the County-Wide Shop on the 1990 DYNAPAC/CA 15/ROLLER-UNIT#RO15 and a "work stoppage" was very probable not only for the former administration but would have definitely hampered the operations of the new and in-coming administration.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1200-431-00-121-005-0-672

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

PO #684466 for Doggett Heavy Machinery Svcs, LLC was generated to pay this invoice; however, Auditor's office will not pay invoice using 2012 funds, since the last check run to pay with 2012 funds was on 1-29-13.

New req #230770 was generated by Pct. 1 staff to pay for this invoice using 2013 funds. Funds available as of 2-1-13

Attachments

Backup-Dogget

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	01/30/2013 12:14 PM
Budget & Management	Obdett Calzada	01/30/2013 01:08 PM
Ivan Cantu	Ivan Cantu	01/31/2013 11:22 AM
Auditor's Office	Angela Garcia	01/31/2013 11:35 AM
Ivan Cantu	Ivan Cantu	02/01/2013 01:37 PM
Form Started By: Marty Salazar		Started On: 01/29/2013 05:31 PM
	Final Approval Date: 02/01/2013	



Doggett Heavy Machinery Services: 1-800-569-1626 • Red Dog Rental Services: 1-877-507-5075

10100 N Loop East
Houston, TX 77029
713-679-6700
www.doggett.com

Beaumont, TX 77705
409-842-1754
Corpus Christi, TX 78405
361-289-0727

Brownsville, TX 78521
956-831-9377
Pharr, TX 78577
956-787-0001

Bryan, TX 77806
979-778-4825
Victoria, TX 77905
361-570-6666

Ship to: SAME AS BELOW

Invoice to: HIDALGO CTY PRCT 1
1902 JOE STEPHENS AVE
WESLACO, TX 78596

Branch PHARR TX		CNNYYY
Date 12/12/12	Time 14:26:25 (O)	Page 01
Account No. HIDAL005	Phone No. 956 9688733	Invoice No. P09199
Ship Via	Purchase Order 684466	
Sales Tax Licence No. GOVTEX		
	Salesperson 517	

DESCRIPTION

ORDER#: 011196

OPEN KITS ARE NON-RETURNABLE.....ELECTRICAL PARTS ARE NON-RETURNABLE
20% RESTOCKING FEE ON ALL PARTS RETURNS.....NO PARTS RETURNS AFTER 30 DAYS
PARTS ARE WARRANTIED FOR 90 DAYS UNLESS OTHERWISE NOTED. NO CASH/CHECK REFUND
RETURNS MUST BE IN ORIGINAL SALEABLE PACKAGING WITH LEGIBLE PART NUMBER



Part#	DESCRIPTION	Bin	ORD	ISS	SHP	B/O	UTT	Price	Amount
4700160105	O RING	403461	2	2	2			2.41	4.82
4700116041	BEARING ASSY	403461	2	2	2			457.50	915.00
4700167023	SHAFT SEAL	403461	2	2	2			42.30	84.60
4700160107	O-RING	087C	2	2	2			5.73	11.46
4700114036	BEARING	403461	2	2	2			323.87	647.74

46675DU A/R CHARGE 1663.62

RECEIVED

DEC 14 2012

HIDALGO COUNTY
COMMISSIONER PCT # 1
JOEL QUINTANILLA

OR
PCT. # 1
ROAD & BRIDGE
-1200-431-00-121-005-0-672
684466/R84

INVOICE RECEIVED BY
Jorge Flores on 12-14-12
GOODS/SERVICES RECEIVED BY:
See below on 12-12-12
Huerta

Received By Huerta

TERMS: Due and payable on receipt of invoice. All unpaid invoices greater than 60 days past due from the date of the



10100 N Loop East
Houston, TX 77029
713-679-6700
www.doggett.com

Beaumont, TX 77705
409-842-1754

Brownsville, TX 785
956-831-9377

Bryan, TX 77806
979-778-4825

Corpus Christi, TX 78405
361-289-0727

Pharr, TX 78577
956-787-0001

Victoria, TX 77905
361-570-6666



Ship to:

HIDALGO CTY PRCT 1
1902 JOE STEPHENS AVE
WESLACO, TX 78596

Invoice to:

HIDALGO CTY PRCT 1
1902 JOE STEPHENS AVE
WESLACO, TX 78596

Branch 44 - PHARR TX		
Date 11/26/2012	Time 13:46:15 (O)	Page 1
Account No. HIDAL005	Phone No. 9569688733	Invoice No. 001472
Ship Via		Purchase Order
Sales Tax Licence No. GOVTEX		
		Salesperson 452

ESTIMATE EXPIRY DATE: 01/10/2013

DESCRIPTION

Estimate is valid for 30 days from the date of the original estimate. Customer understands that freight or shipping may not be included on this estimate and may be added to the final invoice if applicable. Payment or a deposit for any special order items may be required.

Part#	Description	Qty	Price	Amount
UNIT# R-015 MODEL: CA15 SERIAL #: 598193				
4700160105	O RING	2	2.41	4.82
4700116041	BEARING ASSY	2	457.50	915.00
4700167023	SHAFT SEAL	2	42.30	84.60
4700160107	O-RING	2	5.73	11.46
4700114036	BEARING	2	323.87	647.74
	Subtotal:			1663.62
	Tax:			.00
	TOTAL:			1663.62

Handwritten notes:
060.79
105.12
815.40
105.18

Authorization: _____

Handwritten note:
R-015
@ countywide

Received By _____

TERMS: Due and payable on receipt of invoice. All unpaid invoices greater than 60 days past due from the date of the invoice are subject to a 1.5% per month late charge. Payment in full is required for all accounts.

Martha Salazar

From: Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
Sent: Tuesday, January 22, 2013 3:02 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: FW: invoice
Attachments: DOGETT INV#P09199.pdf

Ms. Marty

Precinct No. 1 has provided a statement related to the reasoning of a Purchase Order for attached invoice, after Commissioners' Court action of policy by elected officials and purchases for your review.

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: jorge flores [mailto:jorge.flores@co.hidalgo.tx.us]
Sent: Tuesday, January 22, 2013 2:08 PM
To: darlene.betancourt@co.hidalgo.tx.us
Subject: invoice

Jorge Flores

Accounts Payable Clerk
Hidalgo County Pct # 1
1902 Joe Stephens Ave Ste. 101
Weslaco, Tx 78596
956-968-8733 ext. 1021
Email: jorge.flores@co.hidalgo.tx.us



Please consider the environment before printing this email



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1/29/2013



Purchase Order

COUNTY OF HIDALGO

PO#: 684466

DATE: 12/03/12

Page No 1 Of 1

VENDOR: 324493

REQ:00227012

Email:

BUYER:

Phone:

SHIP TO: HIDALGO CO. PCT 1

DOGGETT HEAVY MACHINERY SERVICES LLC

1902 Joe Stephens Ave

705 E. NOLANA LOOP

WESLACO TX 78596

PHARR TX 78577-9535

Vendor Acct:

CONTACT:

SITE: COMMISSIONER, PRECINCT 1

Special Instructions:

Contract No:

R844

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		
		DEALER ITEMS		
2	EACH	EX O-RING	2.41	4.82
2	EACH	EX BEARING ASSY	457.50	915.00
2	EACH	EX SHAFT SEAL	42.30	84.60
2	EACH	EX O-RING	5.73	11.46
2	EACH	EX BEARING	323.87	647.74
1	EACH	EX FREIGHT	.00	.00
		UNIT#R015 DYNAPAC/CA-15/ROLLER 1990 598193 NONE 31711 H/E		
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		1,663.62
		***** For Hidalgo County use only 2-1200-431-00-121-005-0-672		1,663.62
		Approved _____		

Maria L. Salazar



A.C CUELLAR JR.
County Commissioner, Pct. 1
1902 Joe Stephens Ave.
Weslaco, TX 78596
(956) 968-8733

Memorandum

To: Martha Salazar

CC: Darlene Betancourt

From: Jorge Flores

Date: 1/22/13

Reason: Invoice #P09199 for Doggett PO#684466

Authorized Signature:

The parts that were purchased were needed in order to fix unit#R015 a roller that was being fixed at the county wide shop. We needed these parts in order to prevent work stoppage.



AI-36614

9. I.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Agapito Vargas

Submitted By: Marcie Jackson, COLONIA
ACCESS PROGRAM

Department: COLONIA ACCESS PROGRAM

Information

CAPTION

Approval of Application for Payment No. 5 (Final) in the amount of \$1,046.70 from Asago LLC, dba Asago Construction, contracted vendor for Mid Valley Estates Subdivision (Pct 1) as submitted by TEDSI Infrastructure Group, project engineer-C-CAP-12-049-05-01.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1312-431-00-121-461-0-731

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

P.O.#679223 for Asago, LLC d/b/a Asago Construction. Funds available in year 2012, pending year end grant carryovers.

Attachments

Application for Payment No.5 Final Mid-Valley Estates Subdivision

Form Review

Inbox	Reviewed By	Date
Yvette Islas	Yvette Islas	01/25/2013 11:29 AM
Purchasing Department	Marty Salazar	01/30/2013 12:09 PM
Budget & Management	Obdett Calzada	01/30/2013 01:04 PM
Ivan Cantu	Ivan Cantu	02/01/2013 02:05 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Marcie Jackson		Started On: 01/24/2013 10:49 AM
	Final Approval Date: 02/01/2013	

APPLICATION FOR PAYMENT NO. 5 & FINAL

AI-36614 02/05/13 C

To: HIDALGO COUNTY (OWNER)
From: ASAGO LLC, dba ASAGO CONSTRUCTION (CONTRACTOR)
Contract: C-CAP-12-049-05-01
Project: Hidalgo County Precinct No. 1
Road and Drainage Construction for Mid Valley Estates Subdivision
Owner's Contract No. C-CAP-12-049-05-01 Engineer's Project No.
For Work accomplished through the date c December 31, 2012

Table with 2 columns: Description and Amount. Rows include: 1. Original Contract Price: \$327,181.08; 2. Net change by Change Order and Written Agreements(+or-): \$685.00; 3. Current Contract Price (1 plus 2): \$327,866.08; 4. Total completed and stored to date: \$327,866.08; 5. Retainage (per Agreement): 10% of completed Work: \$32,718.11; 10% of stored material: \$68.50; Total Retainage: \$32,786.61; 6. Total completed and stored to date less retainage (4 minus 5): \$295,079.47; 7. Less previous Application for Payments: \$294,032.77; 8. AMOUNT DUE THIS APPLICATION (6 MINUS 7): \$1,046.70

Accompanying Documentation:

- APPLICATION FOR PAYMENT
ESTIMATE AND QUANTITY
SCHEDULE OF VALUES
CONTRACT TIME STATEMENT
LIST OF SUPPLIERS
PAYROLL
COMPLIANCE REPORTS

REQ# 219819 P.O.# 679223
3-1312-431-00-121-461-0-731 -> \$1,046.70
MID-VALLEY ESTATES-ROADS

CONTRACTOR'S Certification:

The undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied on account to discharge CONTRACTOR'S legitimate obligations incurred in connection with Work covered by prior Applications for Payment numbered 1 through 5 inclusive: (2) title of all Work, materials and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all Liens, security interests and encumbrances (except such as are covered by a Bond acceptable to OWNER indemnifying OWNER against any such Lien, security interest or encumbrance); and (3) all Work covered by this Application for Payments is in accordance with the Contract Documents and not defective.

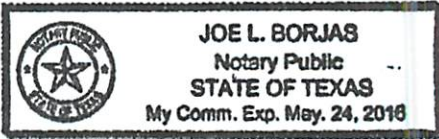
Date: December 31, 2012

ASAGO LLC, dba ASAGO CONSTRUCTION
CONTRACTOR

State of
County of
Subscribed and sworn to before me this 3rd day of January 2013

By: Raul Iglesias, Member

Notary Public signature: Joe L. Borjas
My Commission expires: 5/24/16



Payment of the above AMOUNT DUE THIS APPLICATION is recommended.

Date: 01/22/2013

TEDSI Infrastructure Group
ENGINEER

INVOICE RECEIVED BY:
ON 1/24/13
SERVICES RECEIVED BY:
ON 1/24/13

By: Jose A. Sanchez, P.E.

No.	Item Code	Description	Unit	Original Schedule Value		Revised Schedule Value		First Month		Second Month		Third Month		Fourth Month		Fifth Month		Total to Date					
				Quan	Dollars	Quan	Dollars	Monthly Quan	Item Cost (Monthly)	QTY to Date	Item Cost (Monthly)	Monthly Quan	Item Cost (Monthly)	QTY to Date	Item Cost (Monthly)	Monthly Quan	Item Cost (Monthly)	QTY to Date	Item Cost (Monthly)	Monthly Quan	Item Cost (Monthly)	Balance To Finish	
(900) ROADWAY																							
1	100	PREPARING ROAD	STA	5540.00	21.37	\$11,539.80	21.37	\$11,539.80	8.32	\$4,492.80	13.05	\$7,047.00	21.37	\$0.00	21.37	\$0.00	21.37	\$0.00	21.37	\$0.00	\$11,539.80	0.00	\$0.00
2	110	EXCAVATION (ROADWAY)	CY	\$9.00	1405	\$12,645.00	1405	\$12,645.00	0	\$0.00	858.00	\$7,722.00	547.00	\$4,923.00	1405.00	\$0.00	1405.00	\$0.00	1405.00	\$0.00	\$12,645.00	0.00	\$0.00
3	132	EMBANKMENT (FINAL) (ORD COMP) (TY C)	CY	\$10.00	56	\$560.00	56	\$560.00	0	\$0.00	8.00	\$80.00	48.00	\$480.00	56.00	\$0.00	56.00	\$0.00	56.00	\$0.00	\$560.00	0.00	\$0.00
4	164	CELL FIBR MICH SEED (PERMI) (URBAN) (CLAY)	SY	\$0.30	6376	\$1,912.80	6376	\$1,912.80	0	\$0.00	0.00	\$0.00	0.00	\$0.00	6376.00	\$0.00	6376.00	\$0.00	6376.00	\$0.00	\$1,912.80	0.00	\$0.00
5	168	VEGETATIVE WATERING	MG	\$3.00	321	\$963.00	321	\$963.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	321.00	\$0.00	321.00	\$0.00	321.00	\$0.00	\$963.00	0.00	\$0.00
6	247	FLBS CMP IN PLCLTY E GR (FINAL POS)	SY	\$2.00	6885	\$13,770.00	6885	\$13,770.00	0	\$0.00	1531.00	\$3,062.00	5,354.00	\$10,708.00	6885.00	\$0.00	6885.00	\$0.00	6885.00	\$0.00	\$13,770.00	0.00	\$0.00
7	251	WORKS BS MTL (TY) (ID) (CONT)	SY	\$8.00	5354	\$42,832.00	5354	\$42,832.00	0	\$0.00	1652.00	\$13,216.00	3,940.00	\$31,620.00	5354.00	\$0.00	5354.00	\$0.00	5354.00	\$0.00	\$42,832.00	0.00	\$0.00
8	260	LIME TRT (EAST MAT) (FLEXBASE)	TON	\$3.00	1652	\$4,956.00	1652	\$4,956.00	0	\$0.00	1652.00	\$4,956.00	1652.00	\$4,956.00	1652.00	\$0.00	1652.00	\$0.00	1652.00	\$0.00	\$4,956.00	0.00	\$0.00
9	260	LIME TRT (EAST MAT) (FLEXBASE)	TON	\$200.00	51.81	\$10,360.00	51.81	\$10,360.00	0	\$0.00	12.30	\$2,460.00	12.30	\$2,460.00	51.81	\$0.00	51.81	\$0.00	51.81	\$0.00	\$10,360.00	0.00	\$0.00
10	260	LIME TRT (EAST MAT) (FLEXBASE)	TON	\$200.00	12.31	\$2,462.00	12.31	\$2,462.00	0	\$0.00	12.30	\$2,460.00	12.30	\$2,460.00	12.30	\$0.00	12.30	\$0.00	12.30	\$0.00	\$2,462.00	0.00	\$0.00
11	260	LIME TRT (NEW BASE) (FLEXBASE)	TON	\$2.00	1531	\$3,062.00	1531	\$3,062.00	0	\$0.00	0.00	\$0.00	1,531.00	\$3,062.00	1531.00	\$0.00	1531.00	\$0.00	1531.00	\$0.00	\$3,062.00	0.00	\$0.00
12	260	LIME TRT (NEW BASE) (FLEXBASE)	TON	\$2.00	5354	\$10,708.00	5354	\$10,708.00	0	\$0.00	0.00	\$0.00	5,354.00	\$10,708.00	5354.00	\$0.00	5354.00	\$0.00	5354.00	\$0.00	\$10,708.00	0.00	\$0.00
13	310	PRIME COAT (MCC-30)	GAL	\$7.00	1376	\$9,632.00	1376	\$9,632.00	0	\$0.00	0.00	\$0.00	1,376.00	\$9,632.00	1376.00	\$0.00	1376.00	\$0.00	1376.00	\$0.00	\$9,632.00	0.00	\$0.00
14	340	D-GR (HMA) (METH) TY-D SAC-B PG64-22	SY	\$6.00	5831	\$34,986.00	5831	\$34,986.00	0	\$0.00	0.00	\$0.00	5,831.00	\$34,986.00	5831.00	\$0.00	5831.00	\$0.00	5831.00	\$0.00	\$34,986.00	0.00	\$0.00
15	500	MOBILIZATION	LS	\$2,027.28	1	\$2,027.28	1	\$2,027.28	1	\$2,027.28	1.00	\$2,027.28	1.00	\$2,027.28	1.00	\$0.00	1.00	\$0.00	1.00	\$0.00	\$2,027.28	0.00	\$0.00
16	502	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	\$200.00	5	\$1,000.00	5	\$1,000.00	1	\$200.00	1.00	\$200.00	1.00	\$200.00	1.00	\$0.00	1.00	\$0.00	1.00	\$0.00	\$1,000.00	1.00	\$0.00
17	666	REFL PAV MKR TY (W) 4" (SLD) (100MIL)	LF	\$0.75	3950	\$2,962.50	3950	\$2,962.50	0	\$0.00	0.00	\$0.00	0.00	\$0.00	3,950.00	\$2,962.50	3,950.00	\$2,962.50	3,950.00	\$2,962.50	\$0.00	0.00	\$0.00
18	666	REFL PAV MKR TY (W) 2" (SLD) (100MIL)	LF	\$7.00	54	\$378.00	54	\$378.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	54.00	\$378.00	54.00	\$378.00	54.00	\$378.00	\$0.00	0.00	\$0.00
19	666	REFL PAV MKR TY (W) 4" (BRK) (100MIL)	LF	\$0.75	430	\$322.50	430	\$322.50	0	\$0.00	0.00	\$0.00	0.00	\$0.00	430.00	\$322.50	430.00	\$322.50	430.00	\$322.50	\$0.00	0.00	\$0.00
20	666	REFL PAV MKR TY (W) 2" (SLD) (100MIL)	LF	\$0.75	772	\$579.00	772	\$579.00	0	\$0.00	0.00	\$0.00	0.00	\$0.00	772.00	\$579.00	772.00	\$579.00	772.00	\$579.00	\$0.00	0.00	\$0.00
Total Roadway						\$178,138.08		\$178,138.08		\$6,720.08		\$34,713.00		\$83,273.00		\$52,269.00		\$11,163.00		\$178,138.08		\$0.00	
(900) DRAINAGE																							
1	402	TRENCH EXCAVATION PROTECTION	LF	\$1.00	1019	\$1,019.00	1019	\$1,019.00	1019	\$1,019.00	1019.00	\$1,019.00	1019.00	\$1,019.00	1019.00	\$0.00	1019.00	\$0.00	1019.00	\$0.00	\$1,019.00	0.00	\$0.00
2	464	RC PIPE (CL III) (18 IN)	LF	\$35.00	76	\$2,660.00	76	\$2,660.00	0	\$0.00	76.00	\$2,660.00	76.00	\$2,660.00	76.00	\$0.00	76.00	\$0.00	76.00	\$0.00	\$2,660.00	0.00	\$0.00
3	464	RC PIPE (CL III) (24 IN)	LF	\$45.00	418	\$18,810.00	418	\$18,810.00	418	\$18,810.00	418.00	\$18,810.00	418.00	\$18,810.00	418.00	\$0.00	418.00	\$0.00	418.00	\$0.00	\$18,810.00	0.00	\$0.00
4	464	RC PIPE (CL III) (30 IN)	LF	\$60.00	561	\$33,660.00	561	\$33,660.00	561	\$33,660.00	561.00	\$33,660.00	561.00	\$33,660.00	561.00	\$0.00	561.00	\$0.00	561.00	\$0.00	\$33,660.00	0.00	\$0.00
5	465	INLET (COMPLTY H)	EA	\$4,500.00	1	\$4,500.00	1	\$4,500.00	1	\$4,500.00	2.00	\$9,000.00	1.00	\$4,500.00	4.00	\$0.00	4.00	\$0.00	4.00	\$0.00	\$18,000.00	0.00	\$0.00
6	465	MANH (COMPLTY M)	EA	\$4,500.00	1	\$4,500.00	1	\$4,500.00	1	\$4,500.00	3.00	\$13,500.00	1.00	\$4,500.00	4.00	\$0.00	4.00	\$0.00	4.00	\$0.00	\$18,000.00	0.00	\$0.00
7	465	MANH (COMPLTY A)	EA	\$3,500.00	3	\$10,500.00	3	\$10,500.00	3	\$10,500.00	3.00	\$10,500.00	3.00	\$10,500.00	3.00	\$0.00	3.00	\$0.00	3.00	\$0.00	\$10,500.00	0.00	\$0.00
8	506	TEMPORARY SEDIMENT CONTROL FENCE	LF	\$1.00	165	\$165.00	165	\$165.00	0	\$0.00	169.00	\$169.00	169.00	\$169.00	169.00	\$0.00	169.00	\$0.00	169.00	\$0.00	\$169.00	0.00	\$0.00
9	530	DRIVEWAY (CONG)	SY	\$30.00	124	\$3,720.00	124	\$3,720.00	0	\$0.00	121.00	\$3,630.00	121.00	\$3,630.00	121.00	\$0.00	121.00	\$0.00	121.00	\$0.00	\$3,630.00	0.00	\$0.00
10	530	DRIVEWAY (ACP)	SY	\$19.00	136	\$2,562.00	136	\$2,562.00	0	\$0.00	1420.00	\$26,760.00	1420.00	\$26,760.00	1420.00	\$0.00	1420.00	\$0.00	1420.00	\$0.00	\$26,760.00	0.00	\$0.00
11	556	15' ADS CORRUGATED PIPE	LF	\$20.00	1478	\$29,560.00	1478	\$29,560.00	0	\$0.00	1035.00	\$20,700.00	1420.00	\$28,360.00	1420.00	\$0.00	1420.00	\$0.00	1420.00	\$0.00	\$28,360.00	0.00	\$0.00
Total Drainage						\$149,043.00		\$149,043.00		\$72,981.00		\$32,360.00		\$44,379.00		\$52,269.00		\$1,163.00		\$149,043.00		\$0.00	
TOTAL BASE AMOUNTS:						\$327,866.08		\$327,866.08		\$79,709.08		\$127,652.00		\$127,652.00		\$52,269.00		\$1,163.00		\$327,866.08		\$0.00	

Jose A. Sanchez
 Print Name

12/31/2012
 Date

[Signature]
 Signature

AI-36561

9. J.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Martha Salazar

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Law Library:

Approval of Clarification of agenda item AI-33204 previously approved on 07/17/2012 for a 48 month lease for the Law Library thru Copy Graphics, authorized dealer for Canon thru the Texas Procurement and Support Services (TPASS) Contract #985-L2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1247-412-50-100-001-0-XXX

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Req #230187 for Canon Financial Svcs, Inc.; funds available as of 1-25-13.

Attachments

Canon

2012 Agenda

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/24/2013 10:37 AM
Budget & Management	Obdett Calzada	01/24/2013 11:09 AM
Ivan Cantu	Ivan Cantu	01/25/2013 01:55 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Tanya Delira		Started On: 01/22/2013 01:32 PM
	Final Approval Date: 02/01/2013	



NOTE: The products listed are for use by eligible State of Texas entities ONLY and are not for personal purchase or purchase by commercial entities.

[All Term Contracts](#)
[TxSmartBuy Term](#)
["Green" Items](#)
[Managed & CCG](#)
[Travel Contracts](#)
[Emergency Mgmt](#)

Search for Contracts

Enter keywords or NIGP codes to find state contracts:



Contract Terms and Instructions

985-L2-PHOTOCOPIER LEASE AND RENTAL

Start Date: 05/2009

End Date: 08/2013

Item Descriptions and Pricing

Contractor Information

Special note: Any lease issued before the expiration of this contract, for which the performance term runs beyond the stated term of this contract, shall remain valid for the entire term of the lease and the terms and conditions of this contract continue to apply to such a lease even after the expiration of this contract.

NOTICE: All purchase orders must be entered through the TxSmartBuy on-line ordering system.

Section 1 - CONTRACT INFORMATION

HARD DRIVE DATA SECURITY– If your agency or co-op requires the destruction or erasure of the copier's hard drive to maintain security, please contact the contract point of contact as listed. Pricing and other information as follows:

Canon –

Product Data Security (PDF)

Xerox –

Product Data Security Part 1 (PDF)

Product Data Security Part 2 (PDF)

HARD DRIVE DATA SECURITY CONTACT

For more information on the hard drive security option or to schedule service, please contact:

Canon Michael Wright - 972-409-7927 tel. 817-291-4044 cell

Xerox Mike Masters 512-794-3416

A. DESCRIPTION OF CONTRACT: 985-L2 - LEASE AND RENTAL OF DIGITAL DUPLICATING EQUIPMENT, MAINTENANCE AND SERVICE - INCLUDES ALL CONSUMABLES (TONER, STAPLES, ETC.) EXCEPT PAPER.

B. TERM OF THE CONTRACT: April 9, 2009 through August 31, 2010

Renewal Term: September 1, 2010 through August 31, 2011

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

Renewal Term: September 1, 2012 through August 31, 2013

RENEWAL OPTIONS: September 1, 2013 through August 31, 2014

C. CONTRACT MANAGEMENT:

Questions concerning terms and conditions may be directed to the TPASS Contract Management Office at: tpass_cmo@cpa.state.tx.us

D. SPOT PURCHASE OPTION: NONE

E. **CORE** items are listed on this contract utilizing the 11 digit commodity number.

CORE ITEM ORDERING PROCEDURES: Orders must be placed through TxSmartBuy. (All orders for Xerox must use the punch out site.)

F. **ADD QUOTE ITEMS** Quote items with associated pricing is provided through this contract and are provided on each Contractor's Listing.

XEROX CATALOG (XLS)

CANON CATALOG (XLS)

Canon offers a purchase option on catalog items only. All core items on TxSmartBuy are lease or rental.

Customers should consider consulting the Xerox and Canon sales representatives to determine individual requirements. Contact information can be located at the end of this contract.

QUOTE ITEM ORDERING PROCEDURES:

Orders for quote items must be placed through TxSmartBuy by utilizing the "Add Quote" function. Refer to the On-line TxSmartBuy System User Guides - Purchaser Guide available at the following link:

TxSmartBuy System User System Guides

G. DELIVERY SCHEDULE:

Contractor has 30 days after receipt of order (ARO) to make complete in-house delivery, installation and set up of the equipment.

All deliveries shall be F.O.B. destination to the location(s) specified on the purchase order. Unit pricing is inclusive of all freight; delivery/handling fees; fuel surcharges and any other applicable fees/charges. Each item or delivery must be clearly marked with the complete destination address and the purchase order number. Each delivery must be accompanied by a packing slip, delivery ticket and install paperwork.

Hours of Delivery: Delivery will be made during the hours of 8:00 am to 5:00 pm unless prior Customer approval for after-hours delivery has been obtained. Contractor is encouraged to obtain the Customer's hours of operation at receipt of order.

Late Delivery Charge: The Customer may charge the Contractor a fee of \$50.00 per day per purchase order for deliveries past the 30-day requirement, unless the Customer agreed to an alternative delivery date. The Customer may deduct any accumulated late delivery fees prior to payment of the invoice. Late fees will not be assessed if the Contractor has obtained prior written approval from the Customer for delivery, or if arrangements have been made with the Contractor for a loaned copier with like technical abilities.

NOTE: A contractor providing equipment which does not meet all specifications and requirements does not constitute delivery, and the late fee will apply until the Contractor delivers the equipment in full compliance with the specifications and requirements to Customer's destination.

SPECIAL NOTE FOR CANON:

Rigging charges will be based on actual quote at time of service for delivery to locations/buildings which do not have easy access for bringing equipment in and which require special handling to get to installation point. Call the Canon representative to obtain this quote. This will be added to the TxSmartBuy order through the "add quote" process.

H. INSTALLATION AND TRAINING:

Equipment installation and the training of at least three (3) operators of a photocopier are included in the lease pricing and includes in-house delivery, full installation and set-up. Training includes demonstrations and instructions on the proper operation of the equipment. The Contractor shall provide a factory trained representative to sufficiently and adequately train personnel in the use of the equipment, as needed by Customers. The Contractor shall coordinate training dates with the Customer.

The Contractor shall provide additional training sessions upon request of the Customer, at no charge.

After installation, the Contractor is responsible for removal of all waste packaging materials.

I. LEASE OPTION:

TERM OF LEASE: A lease may consist of initial new placement orders or renewal orders of units initially installed under the Contract.

Three (3) months prior to expiration of lease, the Contractor must provide the Customer with options to upgrade the equipment.

1. 36 Month Lease: A 36 consecutive month equipment plan that is not a lease purchase plan which shall terminate on the ending date of the 36 month period. No termination notice shall be required by either party if the full lease period is uninterrupted.
2. 48 Month Lease: A 48 consecutive month equipment plan that is not lease purchase plan which shall terminate on the ending date of the 48 month period. No termination notice shall be required by either party if the full lease period is uninterrupted.
3. 60 Month Lease: A 60 consecutive month equipment plan that is not a lease purchase plan which shall terminate on the ending date of the 60 month period. No termination notice shall be required by either party if the full lease period is uninterrupted.

J. LEASE CANCELLATION/TERMINATION:

Customers may cancel any part of the lease for cause under any one of the following circumstances and must provide the Contractor with a written notice 60 days in advance:

1. The Contractor fails to make delivery of equipment or services as specified in the Contract.
2. The Contractor fails to perform any of the provisions of the Contract.
3. Equipment fails to perform as represented by the Contractor.
4. The loss of continued appropriation of funds. If funding is not appropriated for any payments under the Contract, the Customer shall notify the Contractor in writing and the payment obligations under the Contract shall terminate and the equipment returned to the Contractor as of the date that the funding expires. The Contractor shall remove the equipment at no additional charge.

If cancellation should occur under this section, the Contractor shall refund in full any unused portion of the prepaid lease payment beginning on the effective date of the cancellation.

K. LEASE EXPIRATION/RENEWAL:

1. Leases shall terminate upon completion of the specified lease term and be defined by the Customer's written statement of acceptance date.
2. Upon the conclusion of the 36, 48, or 60, month lease, the Customer must take action to have the equipment removed by providing the Contractor a 30 day written notice prior to the end of the lease period.
3. Upon mutual agreement with the Contractor, the Customer shall have the option to continue the lease of the equipment for the same term and rate as the current lease by providing a 30 day written notice prior to the end of the lease period provided the following conditions are met:
 - a. Prices are equal to or below that specified for like equipment available on CPA State Contract.
 - b. Terms and conditions of the extension must be identical as those of the initial lease.
 - c. Customer may extend lease up to the term of the initial lease period. During the extended lease, the Customer may cancel, without cause or penalty, upon 60 days written notice to the Contractor.
 - d. The Customer will not pay installation or removal charges. Any such charges are included in the unit pricing. It is the sole responsibility of the Contractor to install and remove the equipment from the premises. Equipment must be removed within fourteen (14) calendar days. The Customer will not be responsible for any damages after this time period.

L. RENTAL OPTION:

Rentals may consist of initial new placement orders or renewal orders of units initially installed under this contract.

Terms apply only to equipment acquired under the Rental price schedule.

M. RENTAL TERMINATION/CANCELLATION:

The rental agreement can be cancelled, without penalty, with 30 days written notice.

Rental periods cannot exceed the term of the current contract period. The maximum rental period is 12 months.

Any part of the rental may be cancelled for cause under any of the following circumstances:

- a. The Contractor fails to make delivery of goods or services as specified in this Contract.
- b. The Contractor fails to perform any of the provisions of this Contract.
- c. Equipment fails to perform as represented by the Contractor.
- d. The loss of continued appropriation of funds. If funding is not appropriated for any payments under the Contract, the Customer shall notify the Contractor in writing and the payment obligations under the Contract shall terminate and the equipment returned to the Contractor as of the date that the funding expires. The Contractor shall remove the equipment at no additional charge.

If cancellation should occur, the Contractor shall refund, in full, any unused portion of the prepaid Rental payment.

The CPA encourages customers not to misuse and/or abuse the 30 day cancellation. The CPA will make the sole determination of misuse and/or abuse.

The customer will provide the Contractor a 30 day written notice that the equipment will not be renewed.

N. CONVERTING RENTAL TO LEASE:

Customers may coordinate with the Contractor to convert the rental equipment installed under this contract to a 36, 48 or 60 month lease at any time. If the lease option is exercised all lease pricing and terms will apply for the term selected: 36, 48 or 60 months.

O. EQUIPMENT REMOVAL:

After notification by Customer of cancellation, it is the Contractor's sole responsibility to properly prepare the equipment for removal and shipment from the Customer's location in accordance with the contract.

The final removal shall be coordinated with the Customer and completed within the 30 or 60 day cancellation period.

P. ENVIRONMENTALLY SENSITIVE PRODUCTS:

All copiers are ENERGY STAR compliant and UL Certified.

SECTION 2 - FINANCIAL MATTERS

A. PURCHASE ORDERS, INVOICES AND ACCEPTANCE:

Only purchase orders issued through TxSmartBuy are eligible for Contract pricing.

B. INVOICES:

The Contractor shall mail, fax or e-mail invoices to the Customer upon mutual agreement.

Invoices shall contain the following information:

- Purchase order number
- Model and serial number
- "From and to" billing period
- Meter reading for the referenced billing period

C. PAYMENT:

Payment for leased equipment will be processed upon the satisfactory completion of delivery, installation, training and acceptance.

Payment terms of each lease shall be monthly only. Payment will be made in arrears in accordance with Texas Government Code Title 10, Chapter 2251, 1 TAC 114.15.

Customers shall make payments to the Contractor in accordance with the laws and rules applicable to the Customer.

CANON REMIT-TO ADDRESS

Customers will make payments to Canon at the following:

PAYEE INFORMATION

C/O CANON FINANCIAL SERVICES

14904 COLLECTIONS CENTER DR

CHICAGO IL 60693

D. INSPECTION AND ACCEPTANCE:

The CPA reserves the right to inspect or test any equipment, supplies or services that have been offered through this Contract. The Customer may require repair or replacement of nonconforming equipment/supplies at no cost. If repair, replacement, or re-performance will not correct the defects or is not possible, the CPA and the Customer may seek an equitable agreement with the Contractor to alleviate the situation, including replacement of defective equipment, price reduction or adequate consideration for acceptance of nonconforming equipment or supplies. In any circumstance, such mutually accepted agreements shall be in writing.

Section 3 - SERVICE REQUIREMENTS:

A. CONTRACTOR RESPONSIBILITIES:

Contractors shall provide both remedial and preventive maintenance/service for all units offered under the Contract. The cost of this maintenance/service is included in the quoted monthly maintenance prices.

At a minimum, such service is to include the following:

1. On-call remedial service, including replacement of all unserviceable parts.
2. Preventive service based upon the manufacturer's recommended schedule and the manufacturer's specific preventive service requirements for the individual unit, including lubrication, necessary equipment adjustments and replacement of all unserviceable parts.
3. Repair or replacement of all broken or defective parts not caused by accident, neglect, misuse, or abuse and all necessary machine adjustments occasioned by such defective or broken parts. The Contractor must promptly repair or replace on a one for one basis without additional cost to the Customer. The Contractor is responsible for pick up and/or delivery of units that require off-site service. In addition, if the required service can not be completed within 48 hours, the Contractor is required to loan the Customer a comparable unit upon request, at no cost to the Customer. The Customer may request down time credit for the period the equipment is inoperable.

4. Service response for on-site service repair calls shall not exceed four (4) hours in urban areas and eight (8) hours in rural or remote areas. Service is to be performed during normal working hours, 8:00 A.M. to 5:00 P.M., Monday through Friday. Fully trained and qualified technicians shall perform all service and shall be prepared to initiate repairs within the required response time.
5. All parts are included in the Contractor's service coverage. These items are parts and not considered consumable supplies.

These include but are not limited to:

- a. Drums
- b. Photoreceptors
- c. Master Units
- d. Wiper Blades
- e. Lamps
- f. Rollers
- g. Webs
- h. Etc.

The contractor must have on hand an adequate supply of repair parts, which enables the Contractor to fulfill service requirements as required and be carried in stock within the state of Texas.

B. RISK OF LOSS OR DAMAGE:

The risk of loss or damage remains with the Contractor. The Customer shall be relieved from risks of loss or damage to all equipment leased or rented during the period of transportation, installation, and during the entire term the equipment is in the possession of the customer, except when loss or damage is due to fault or negligence of the Customer. The CPA will make the sole determination if exception is granted.

C. MISCELLANEOUS REQUIREMENTS:

1. Manuals containing operating and service instructions for the equipment shall be delivered with each unit. The manual(s) should be as detailed as possible outlining all operating instructions for each unit delivered. Necessary warnings and safety precautions shall also be included.
2. Engineering Change: When a manufacturer of the equipment on Contract releases engineering changes at no cost to the general trade that improves the performance of the equipment bid, and while the equipment is still under lease or rental, the Contractor must make the improvements to the equipment unless the Customer declines the improvements. Contractor must maintain and install equipment to include all released engineering changes at a current level at no increase in cost to the state. All safety enhancements must be installed per manufacturer's specifications without option.
3. Substitution of Equipment: Alterations in product manufacturing fabrication or delivery of substitute models requires written approval of CPA. Proposed substitute equipment must meet or exceed specifications/requirements.

Section 4 - EQUIPMENT REQUIREMENTS AND CATEGORIES

A. EQUIPMENT PERFORMANCE AND STANDARD BASIC REQUIREMENTS:

All photocopiers shall meet the following basic requirements as well as any applicable requirements stated in the Color Copier categories.

1. Initial machine warm up time: 10 minutes or less.
2. Maximum first copy speed: 10 seconds or less
3. Units are designed, engineered and marketed as capable of routinely producing photocopies throughout the applicable volume range.
4. Units are equipped with the standard number of paper trays and other accessories as normally supplied in the industry as well as any additional supplemental equipment, or accessories as required in order for the unit to meet the technical and functional requirements.
5. All equipment is Energy Star Compliant.
6. All equipment in all categories include reduction and enlargement.
7. Duplexing is to occur without operator interventions.
8. Finisher is capable of finishing unlimited sets up to the dialing capacity of the quantity selector - without reprogramming or reinitiating the task. Excludes adding paper and removing finished sets.
9. All equipment including sorter/stapler finisher have the capability to staple 30 to 50 sheets for listed ranges.
10. All digital equipment, when using an automatic document feeder (ADF), maintains a minimum of 90% rated speed of the equipment. This refers to the scan once, print many technology.

B. CATEGORIES AND BUNDLES:

Equipment is available in Low, Medium and High Ranges of copy speed and copies per month with Accessories as listed below.

DETAILED DIGITAL COPIER RANGES AND CONFIGURATIONS - NEW EQUIPMENT ONLY

LOW RANGE COPIERS

COPIES PER MINUTE COPIES PER MONTH

LOW RANGE I:	25 TO 30	3,000 TO 10,000
LOW RANGE II:	31 TO 40	8,000 TO 20,000
LOW RANGE III:	41 TO 50	12,000 TO 25,000

LOW RANGE IV: UP TO 30 5,000 TO 10,000 BLACK & WHITE
LOW RANGE IV: UP TO 30 1,850 TO 4,200 COLOR

LOW RANGE I

- Base Unit - Table Top
- Duplexing
- Reduction and enlargement
- Minimum paper capacity - 250 sheets excluding by-pass tray
- Minimum of two (2) paper trays - letter and/or legal

LOW RANGE II

- Base Unit
- Stand
- Automatic Duplexing
- Reduction and enlargement
- Offset Shift Tray or Sorter
- Reversing Automatic Document Feeder
- Standard 250 sheet paper drawer, excluding by-pass tray
- Minimum of two (2) paper trays. Letter and/or legal

LOW RANGE III

- Base Unit
- Stand
- Automatic Duplexing
- Reduction and enlargement
- Offset Shift Tray/Sorter/Stapler
- Reversing Automatic Document Feeder
- Minimum paper capacity -250 sheets excluding by-pass tray.
- Minimum of two (2) paper trays. Letter and/or legal

LOW RANGE IV

- Business Color/Office Color/Color Enabled
- Stand
- Reduction and Enlargement
- Transparency Capability
- Automatic Duplexing
- Digital Edit Capability
- Reversing Automatic Document Feeder
- Finisher/10 bin Sorter/Stapler
- Standard Paper Drawers, excluding by-pass tray
- Minimum paper tray capacity 2000 sheets

MID RANGE COPIERS

COPIES PER MINUTE COPIES PER MONTH

MID RANGE I:	51 TO 60	20,000 TO 50,000
MID RANGE II:	61 TO 70	30,000 TO 60,000
MID RANGE III:	71 TO 80	40,000 TO 80,000
MID RANGE IV:	40 TO 50	10,000 TO 30,000 BLACK AND WHITE
MID RANGE IV:	40 TO 50	4,100 TO 8,000 COLOR

MID RANGE I:

- Base Unit
- Stand
- Electronic Document Handler
- Auto Duplexing
- Reduction and Enlargement
- 2700 Sheet Drawer and Finisher
- Offset Shift Tray/Sorter
- Reverse Automatic Document Feeder

MID RANGE II:

- Base Unit
- Stand
- Reverse Automatic Document Feeder
- Auto Duplexing Unit
- Multi Position Finisher/Sorter and Stapler
- 256 MB Memory

- 40 GB Hard Drive
- Four (4) User Adjustable Paper Trays to Accommodate an Additional 2000 Sheets of Paper - Assorted Sizes
- 3,500 Sheet to 4,000 Sheet Large Capacity Paper Tray

MID RANGE III:

- Base Unit
- Stand
- Reverse Automatic Document Feeder
- Automatic Duplexing
- 256 MB Memory
- 40 GB Hard Drive
- 100 Sheet Bypass
- Four (4) User Adjustable Paper Trays to Accommodate an Additional 2000 Sheets of Paper - Assorted Sizes
- 3,500 to 4000 Sheet Large Capacity Paper Tray
- Multiposition Stapling Finisher

MID RANGE IV:

- Black & White and Color
- Stand
- User Adjustable Paper Trays to accommodate 3,000 Sheets of Paper of assorted sizes
- 3,000 Sheet Large Capacity Paper Tray
- 1024 MB Hard Drive
- 60 GB Hard Drive
- Automatic Duplexing Unit
- Automatic Document Feeder

HIGH RANGE COPIERS - COLOR AND BLACK & WHITE

COPIES PER MINUTE COPIES PER MONTH

HIGH RANGE I:	81 TO	85	50,000 TO 110,000
HIGH RANGE II:	86 TO 100	70,000 TO 150,000	
HIGH RANGE III:	100 PLUS	105,000 TO 300,000	

HIGH RANGE I:

- High Capacity Stacker
- High Volume Finisher
- High Volume Folder/Inserter
- 100 Sheet Document Feeder
- 2 Additional Trays 1,500 Sheets Each
- 2 Additional Trays 500 Sheets Each
- 50 Sheet Bypass Tray
- Auto Tray Switching
- Auto Paper Select
- At Least 256MB Memory

HIGH RANGE II:

- Auto Reduction/ Enlargement
- Automatic 2-sided, Collation
- Auto Paper Select
- High Volume Folder/Inserter
- At Least 500MB Memory
- 100 Sheet User Adjustable Bypass Tray
- High Volume Finisher
- 2 Additional Trays 1,500 Sheets Each
- 2 Additional Trays 500 Sheets Each
- 100 Sheet Automatic Document Feeder

HIGH RANGE III

- 100 Sheet Automatic Document Feeder
- 2 Additional Trays 1,500 Sheets Each
- 2 Additional Trays 500 Sheets Each
- 100 Sheet User Adjustable Bypass Tray
- High Volume Finisher
- Automatic 2-Sided, Collation and Reduction/ Enlargement
- Auto Paper Select
- High Volume Folder/Inserter
- At Least 768MB Memory

AI-33204

12. G.

CC CONSENT

Meeting

Date: 07/17/2012

Submitted For: Martha L. Salazar

Submitted By: Tanya Delira, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Law Library:

Requesting authority to enter into a 48 month copier lease agreement with Copy Graphics thru our membership/participation with TPASS 985-L2 thru requisition 218231 in the amount of 173.45/month.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012

ACCT. #: 2-1247-412-50-100-001-0-780

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?: N

BUDGETARY IMPACT:

Funds available thru Req#218231 in the amount of \$1,040.70 as of 7/13/12 for Copy Graphics, Inc.

Attachments

Copy Graphics

Price Verification

Form Review

Inbox
Auditor's Office

Reviewed By
Monica Badillo

Form Started By: Tanya Delira

Date

07/13/2012 06:11 PM

Started On: 07/11/2012 03:13 PM

Final Approval Date: 07/13/2012

AI-36586

9. K.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Martha Salazar

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract, etc.) as attached hereto for: "Hidalgo County (all funding sources) Welding Supplies and Other Related Misc. Items Bid No. 2013-015-00-00-MEG including the re-advertising of project in the event bids are received and project is still required.

BACKGROUND

Proposed scheduled
1st advertisement 02/09/13
2nd advertisement 02/16/13
Bid Opening 02/27/13

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: Countywide obj. 671 & 679

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

This is a countywide contract for welding supplies and other misc. supplies. Possible funding source are obj. codes 671 & 679. Please refer to attached expense report as of 2-24-13 for funding availability.

Attachments

Legal Notice & Draft Specs

Draft Contract

email- Legal Approval

Obj. 671 & 679 Exp. Report as of 1-24-13

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/24/2013 10:37 AM
Budget & Management	Obdett Calzada	01/24/2013 11:18 AM
Ivan Cantu	Ivan Cantu	01/24/2013 02:23 PM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Elena Gomez		Started On: 01/23/2013 02:39 PM
	Final Approval Date: 02/01/2013	

REQUEST FOR BIDS

HIDALGO COUNTY (ALL FUNDING SOURCES) “WELDING SUPPLIES AND OTHER MISC. ITEMS”

BID OPENING DATE:

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources) “WELDING SUPPLIES AND OTHER MISC. ITEMS”** 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-2013-015-00-00-MEG- HIDALGO COUNTY(All Funding Sources)-“WELDING SUPPLIES AND OTHER MISC. ITEMS”** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, month date, 2013. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2013-015-00-00-MEG.** 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. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.
15. **DELIVERY INSTRUCTIONS:**
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- . Invoices must include:
 - a) Name and address of successful bidder
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation - **HIDALGO COUNTY (All Funding Sources) “WELDING SUPPLIES AND OTHER MISC. ITEMS”** 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
2808 South Highway 281
Edinburg, Texas 78539
(956) 318-2511

17. **SCHEDULE OF EVENTS:**

Bid Opening, 9:30 AM	<u>month, date , 2013</u>
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT:**

. If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

. Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.

. If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings

or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars (\$25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County (“the County”) to disclose in the Conflict of Interest Questionnaire (the “CIQ”) attached as Exhibit D, the vendor, person, consultant or contractor’s affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk’s Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who

desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse

COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:
 - . Possess 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
(All Funding Sources)
“WELDING SUPPLIES
AND OTHER MISC. ITEMS”
BID NO.: 2013-015-00-00-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S Business Hwy 281 -New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____
Address: _____
By: _____
Printed Name: _____
Title: _____

Exhibit "A"
HIDALGO COUNTY(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2013-015-00-00-MEG

SPECIFICATIONS

Hidalgo County is seeking to enter into a Welding Supplies and Other Misc. Items contract with qualified participants. Sealed Bids will be received for the following ***“Welding Supplies and Other Misc. Items”*** on an **“As Needed Basis”**

It is intended that the amount of **Industrial welding supplies and other misc. items** will be on an **“as needed basis”** by Hidalgo County. It shall be agreed & understood that Hidalgo County will purchase no more supplies/material than is needed. All costs are to be net F.O.B., County Prepaid.

WELDING SUPPLIES AND MISC. ITEMS:

The following welding supplies/material will be awarded to the lowest bidder(s). (Enter Bid amounts on Exhibit “B”-Bid Page)

*The following materials/items listed will be on an **“As Needed Basis”** only.

WELDING SUPPLIES** (No items are specific name brands)

	SIZE	CASE/UNIT S
1. Metal welding Rods (different gauges) 1a Stainless steel welding Rods (different gauges)	7018 1/8	50 LBS
	7018 5/32	50 LBS
	6011 1/8	50 LBS
	6011 5/32	50 LBS
	6011 3/32	50 LBS
	6010 1/8	50 LBS
	6010 5/32	50 LBS
	6013 1/8	50 LBS
	6013 5/32	50 LBS
	2. Rod keeper (storage system) - Electrode oven 120v	
3. Aluminum welding Rods (different gauges)	#35 1/8	5 LBS
4. Cable (by feet) AWG Cooper	SIZE	
	1	
	2	
	4	
	1/0	
	2/0	
5. Torch RD-45	1/8 Steel	1 LB
	3/32	1 LB
6. Alloy 144 Brass Electrode 10 minimum	1/8	10 LB
	5/32	10 LB
7. Torch Brass	1/8	1 LB
	5/32	1 LB
	SIZE	
	21 Series	
	80 Series	

Exhibit "A"
HIDALGO COUNTY(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2013-015-00-00-MEG

8. Oxygen (for welding gas)	100 Series		
	125 Series		
	200 Series		
9. Acetylene, (for welding gas)	# 3		
	# 4		
	MC		
	100 Series		
10. Nitrogen (for welding gas)	19 Series		
	40		
11. Argon - CO2 75-25% -Mig welder -mild steel	20		
	40		
	80		
	100		
	125		
	200		
	300		
12. Welding Goggles standard (square frame, flip lens preferred)			
13. Leather Welding Gloves (standard) all sizes s, m, l - 4x	Mig Leather gloves		
	Tig Leather gloves		
14. Nomex welding Gloves (standard sizes s, m, l-4x)			
15. Welding Helmets (2" with flip lens preferred)			
16. Jackson HSL1 Apprentice Quick Chance Hood			
17. Leather Jackets for Welders (complete)	Small		
	Medium		
	Large		
18. Doo- Rag Flame Retardant Cap and/or Beanies			
19. Welding Blanket Coated Fiberglass and Acrylic Coated	Size		
	6x4		
	6x6		
	6x8		
	6x10		
	8x8		
	8x10		
10x10			
20. Bib Apron Leather	36"		
	48"		
21. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"		
22. Torch Lighters (3 way)			
23. Torch Tips	Medium Torch 100 Series	Tip Type 0-3-101	Size
		Cutting Tip Org. Victor	0-3-101 Victor
		Welding Tip Victor or equivalent to	#0-W-1
			#1-W-1
	#2-W-1		
	Heating Tip	Rosebud Victor 8 or equivalent to	
	Large Torch	Tip Type 0-1-101	Size
Cutting Tip Org. Victor		0-1-101 Victor	
		#0-W-1	

Exhibit "A"
HIDALGO COUNTY(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2013-015-00-00-MEG

	300 Series	Welding Tip Victor 2 or equivalent to	#1-W-1 #2-W-1 #3-W-1
		Heating Tip	Rosebud Victor 8 or equivalent to
24. Torch Gauges-Replacement Gauges for regulators are preferred : a) Victor & b) Victor CR150CR	a)Victor		1 1/2" gauge
			2" gauge
			2 1/2" gauge
	b)Victor CR150CR		1 1/2" gauge
			2" gauge
			2 1/2" gauge
25. Torch Hoses - "R" and "T"	Size		"R" & "T"
		25 ft x 1/4	
		50 ft x 1/4	
		100 ft x 1/4	
26. Torches- Complete Kit is preferred with handle and cutting attachments	Medium 100 Series		
	Large 300 Series		
27. Rental of Cylinder (as needed)	Gas		Tank Size
	Oxygen		80 Series
			100 Series
			200 Series
Acetylene		100 Series	
28. Tip cleaner- Standard			
29. Flat Soap Stone-Standard Square			
30. Soap Stone Holder			
31. Safety Glasses – High Impact Protector Z94.3	Dark		
	Clear		
32. Cutting Dark Goggles			
33. Welding cable liners -(for Millermatic 135) OEM Miller or equivalent to- Profax194011	Sizes		
	.30		
34. Welder Tips - (for Millermatic 135) Contact tip	Sizes		
	.030		
35. Welding Wire- Spools - (Flux Coated) 1-lb -10lb no shield gas	Sizes		LBS
	.030		1 lb
			2 lb
			3 lb
			4 lb
			5 lb
			6 lb
			7 lb
			8 lb
			9 lb
		10 lb	
36. Grinding Disc- Screw On – 4.1/2 x 1/4 x 5/8-11			
37. Sanding Disc- Screw On – (Med. Coarse grid- Zircowia flap disc) Hub style	Hub Style 4 1/2 x 5/8" x 11		
	Z-40		
	Z-60		
	Z-80		
	Z-100		
	Hub Less 4 1/2 x 7/8"		

Exhibit "A"
HIDALGO COUNTY(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2013-015-00-00-MEG

		Z-40
		Z-60
		Z-80
		Z-100
38. Chop Saw Blades – 14 x 3/32 x 1		
39. Strikers	1 & 3 flint striker	single
		triple
40. Flints	1 & 3 flint replacement sets	single
		triple
41. Spring Handle Cross Chisel & Pick Hammer		
42. Headgear w/ clear visor - (CEPMPH-CL)- & dark shade 5		
43. Maximum- Hazardous Material Fee		
44. Plastic Rod Canister (Rod Guards)		14" (water tight-standard)
		16" (water tight-tig brazing rods)
45. Flash back Arrestors		
46. Electrodes Holder		
47. Ground Clamp		
48. Cable connectors- male & female		
49. Ball point lugs		
50. Female Terminals		
51. Leather Sleeves protectors		
52. Quick Connect sets		
53. Welding Cable Liners (Milleromatic 135)		Size
		.035
54. Welding Tips-(Milleromatic 135)	Contact tip	.035
55. Tungsten tip for Tig	Pure Tungsten	Size
		1/16
		3/32
	2% Thoriated	1/8
		1/16
		3/32
56. Flux Cored welding wire-used with Shielding gas	Size	lbs
	.030	1 lb
		10 lb
	.035	1 lb
		10 lb
	57. Flux Cored welding wire- self shielded wire	.030
.035		10 lb
58. Flux coated (ET-IT-GS) mild steel	.030	1 lb
	.035	10 lb

Exhibit "A"
HIDALGO COUNTY(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2013-015-00-00-MEG

59. Carbon Steel-(70S-6) mild steel	.030	1 lb
	.035	10 lb
60. Stainless Steel (ER 308LSI)	.030	1 lb
	.035	10 lb
61. Grinding Disc with hub		size 7 1/4x5/8-11 large
62. Wire cup brush		2 3/4 x 5/8-11
63. Standard Twist wire wheel		4" x 5/8-11
64. Stringer Bead knot wheel		6"x 5/8-11
65. Shaft Knot wheel brush 3" x 1/4"	Carbon	Crimped
		.014
	Stainless Steel	.020
		.014
	Carbon	.020
		Knotted
	Stainless Steel	.014
		.020
66. Flow gauge- for CO2 Argon for Mig & Tig welding		
67. Brazing Alloy Safety Silv - 15 %		
68. Mig Welding Machine 120 volt-180 volt, 208 volt, 240 volts (Miller or Lincoln model equal to or better)		single face
		triple face
69. Replacement Mig Gun (milliermatic 135)		
70. Auto Dark welding helmet multi shade 10-12 mask lens for Mig & Tig welding		Large
71. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes		Cylinder Size
		291
72. Aluminum - ER 4043 - and 1-lb - 1 ER 4356 - and 1-1b		Size
	.030	.035
	.030	.035
73. Hand Held wire brush – mild & stainless steel		Mild
		Stainless Steel
74. Refill of Co. owned cylinders- all series – Argon CO2- Tri-gas-Nitrogen		

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

- After bid is awarded and low bidder(s) default(s) in meeting the terms and conditions of this bid and/or comply with the contractual agreement, Hidalgo County reserves the right to seek services from the next lowest bidder(s). In such event, County shall charge the successful bidder(s) the difference for any additional cost of such item(s).
- It is expressly understood and agreed that in case Hidalgo County should need "Industrial

Exhibit "A"
HIDALGO COUNTY(All Funding Sources)
"Welding Supplies and Other Misc. Items"
BID NO.: 2013-015-00-00-MEG

Welding Services and/or Welding Supplies" 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 or request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract. Further, Hidalgo County reserves the right to seek another vendor if, at any time, vendor's prices do not conform to public pricing.

3. Continuing non-performance of the bidder(s) in terms of specifications shall be basis for termination of contract by the County. The County shall not pay for work, equipment, or supplies which are unsatisfactory. Bidder(s) will be given a reasonable opportunity before termination to correct the deficiencies.
4. In the event 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.
5. Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.
6. Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the lowest, best, and most advantageous to the County, including compliance to the bid specifications.
7. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.
8. Hidalgo County reserves the right to hold the bids for a period of (90) ninety days without taking action hereon.
9. Hidalgo County shall award the bid on a **LUMP SUM BASIS to ONE VENDOR** and/or **ITEM BY ITEM BASIS** and/or to **MULTIPLE** bidders, whichever is in the best interest of the County.
10. Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.
11. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of product, and /or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.
12. The contract will be in effect for a period of **one (1) year** with the County's sole discretion to extend for a one (1) additional year under the same rates, terms and conditions.
13. Hidalgo County reserves the right to continue this bid for an additional (60) sixty day Grace

Period at the end of the contract term due to unforeseen delay of award for the next contract term.

14. Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. Requesting Price Adjustment: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the suppliers 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 suppliers notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. Price Reduction: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. Time frame for Adjusted Price Increases: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains

necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. Allowable Review Periods: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. Dollar Limit to Price Changes: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

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, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, month day, 2013, 5:00 P.M. Responses will be sent to all applicants via facsimile by no later than, **5:00 P.M., FRIDAY, month day, 2013.**

**REQUIREMENTS AGREEMENT
C-13-015-00-00**

THIS AGREEMENT (the "Agreement") is entered into effective as of the ___ day of _____, 2013 by and between _____ ("Seller") and Hidalgo County, Texas ("Buyer").

WHEREAS, Buyer has solicited sealed bids for the supply of its requirements of Hidalgo County for the **"Welding Supplies and Other Misc. Items"** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one (1) year and;

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of one (1) year, with the County's sole option to extend/renew for an additional one (1) year term based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on _____, 2013 and expire on _____, 2014 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
302 W. University Drive
Edinburg, Texas 78539

If to Seller:

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

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

Arturo Guajardo Jr., County Clerk

COMPANY:

By: _____
Printed Name: _____
Title: _____

APPROVED AS TO FORM:

Atlas & Hall, L.L.P.

Stephen L. Crain, Attorney

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

DRAFT

EXHIBIT "B"
BID PAGE

DRAFT

EXHIBIT "C"
CERTIFICATE OF INSURANCE

DRAFT

From: [Martha Salazar](#)
To: ["Cris Villarreal"](#)
Subject: FW: 2013-015 Welding Supplies and other Related Misc
Date: Wednesday, January 23, 2013 4:27:40 PM

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Wednesday, January 23, 2013 4:13 PM
To: 'Martha Salazar'
Subject: RE: 2013-015 Welding Supplies and other Related Misc

The agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Wednesday, January 23, 2013 3:24 PM
To: 'Steve Crain'
Cc: 'Cris Villarreal'
Subject: FW: 2013-015 Welding Supplies and other Related Misc
Importance: High

Mr. Crain:

Please review and comment as to form.

Thanks,

Marty

From: Cris Villarreal [mailto:cris.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, January 23, 2013 3:12 PM
To: martha.salazar@co.hidalgo.tx.us
Cc: elena.gomez@co.hidalgo.tx.us
Subject: FW: 2013-015 Welding Supplies and other Related Misc

Ms. Marty,

Can you please forward the draft contract for legal's review so as to proceed with agenda request on authority to advertise project. I have included the specifications as well.

AI-36396

9. L.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Martha L. Salazar

Submitted By: Yolanda Velasquez,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting authority to exercise the Sixty (60) Day grace period extension as provided in the current contract: C-10-001-03-16 - for "Registered Pharmacist Services" for Hidalgo County Health and Human Services Department, under the same rates, terms and conditions with: David M. Castro - Effective 03/24/2013, Expiring 05/22/2013 or (upon completion of the procurement process which ever comes first).

2. Requesting authority to advertise and approval of procurement packet (i.e., specifications - requirements, legal notice and draft contract etc) as attached hereto for - Hidalgo County - Health and Human Services Department "Registered Pharmacist Services" RFP No. 2013-008-02-27-YZV. Including the authority to re-advertise project in the event that no proposals are received and/or are rejected and project is still required.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1100-441-00-340-003-0-337

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Available balance as of 1-25-13 \$18,000.00

Attachments

60 Day Extension-Pharmacist-Signed

Draft-RFP Packet

Memorandum-Approval of Requirements-Specs

Legals review of Draft Contract
contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	01/24/2013 10:37 AM
Budget & Management	Obdett Calzada	01/24/2013 10:51 AM
Manuel Chapa	Manuel Chapa	01/25/2013 11:06 AM
Auditor's Office	Angela Garcia	02/01/2013 05:10 PM
Form Started By: Yolanda Velasquez		Started On: 01/15/2013 01:28 PM
Final Approval Date: 02/01/2013		



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

January 16, 2013

Registered Pharmacist Services
Mr. David M. Castro
4000 Auburn Avenue
McAllen, Texas 78504

via email: dmcutrph82@yahoo.com

Re: Sixty (60) Day Extension to Contract #C-10-001-03-16 -"Registered Pharmacist Services"

Dear Mr. Castro

Commissioners' Court will take applicable action on (Tuesday, January 29, 2013) in connection with the Hidalgo County's option to exercise the Sixty (60) Day grace period as stated in the current contract in place while the procurement process is completed. (Commencing, March 24, 2013 and Expiring, May 22, 2013) or (upon completion of the procurement process which ever comes first) under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, Wednesday January 23, 2013, attn: Yolanda Velasquez, Buyer III to facsimile (956) 318-2629 or via email yolanda.velasquez@co.hidalgo.tx.us

By: 
David M. Castro

Date: 1-21-13

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals, Statement of Qualifications).

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4881. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,



Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Department

xc: file



Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

February 11, 2013

Re: **HIDALGO COUNTY**
Request For Proposals -

**“Registered Pharmacist Services for Hidalgo County
Health and Human Services Department”
RFP No: 2013-008-02-27-YZV**

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for you review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

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
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

REQUEST FOR PROPOSALS (RFP) CHECKLIST

HIDALGO COUNTY

“Registered Pharmacist Services for Hidalgo County
Health and Human Services Department”

RFP No: 2013-008-02-27-YZV

1. Request For Proposals Letter.
2. Request for Proposals, Legal Notice, consisting of 9 pages.
3. Requirements, Exhibit A, consisting of 7 pages.
4. Evaluation Criteria, Exhibit B, consisting of 3 pages.
5. Insurance Requirements, Exhibit C, consisting of 4 pages.
6. Conflict of Interest Questionnaire (CIQ), Exhibit D, consisting of 1 page.
7. Participant's Affidavit, Exhibit E, consisting of 1 page.
8. Vendor Application and Request for Taxpayers Identifications Number (W-9) form, consisting of 6 pages.
9. Certification Regarding Debarment, consisting of 1 page.
10. Draft Service Contract, consisting of 9 pages

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

February 11, 2013
Date

RFP NO: **2013-008-02-27**

BUYER: YOLANDA Z. VELASQUEZ

Tel. No: (956) 318-2626

REQUEST FOR PROPOSALS

Hidalgo County
Edinburg, Texas

“REGISTERED PHARMACIST SERVICES”

FEBRUARY 27, 2013

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626



Form HCPD-04

LEGAL NOTICE

RFP NO: 2013-008-02-27-YZV

1. Sealed proposals/qualifications will be received for Hidalgo County Health and Human Services Department for: **“REGISTERED PHARMACIST SERVICES”**, in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.
2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2013-008-02-27-YZV-“REGISTERED PHARMACIST SERVICES”** and in County's Purchasing Department, **physical address: 2802 S. Business Hwy. 281; mailing address: 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, on or before 9:30 a.m., Wednesday, FEBRUARY 27, 2013.**

NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP 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.

Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposals is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.
4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.
5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposals.
6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.
8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.
9. Any interpretations, amendments, corrections or changes to this /qualifications 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 Proposals/Qualifications. Proposers shall acknowledge receipt of all addenda as a part of their proposal.
10. County reserves the right to accept or reject any or all proposals.
11. Costs are to be net F.O.B., County Prepaid.
12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.
13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.
14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor'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: (If applicable)
 - . No deliveries accepted after 3:00 P.M., Monday-Friday.
 - . At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.
 - . If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626
16. BILLING AND PAYMENT INSTRUCTIONS:
 - . Invoices must include:
 - a) Name and address of successful proposer
 - b) Name and address of receiving department or official
 - c) Purchase Order Number (if any)
 - d) Notation – **“REGISTERED PHARMACIST SERVICES”**

- 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-Health & Human Services Department
Attn.: Eddie Olivarez
1304 S. 25th Street
Edinburg, TX 78539
(956) 383-6221

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	<u>FEBRUARY 27, 2013</u>
Project/Anticipated Award Date:	_____ , 2013
Commence Work or Deliver Products	_____ , 2013

18. Bid or Performance Bond and **Debarment Certification**; Payment Under Contract:

- . ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding \$100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

- . ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds \$50,000.~~
- . ~~If the contract is for \$50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and 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 contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.
22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.
23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

- . Possess or is able to obtain adequate financial resources as required to perform under the proposal;
 - . Be able to comply with the required or proposed delivery schedule;
 - . Have a satisfactory record of performance;
 - . Have a satisfactory record of integrity and ethics;
 - . Be otherwise qualified and eligible to receive an award.
23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' 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 proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.
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 proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:
- A. Meet schedules;
 - B. Pay any required fees or taxes; or
 - C. Otherwise perform in accordance with the requirements.
26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.
27. Successful proposer shall warrant that all items/services shall conform to the specifications and/or all warranties provided under the Uniform Commercial Code and

be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

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 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.
30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.
31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as none conforming.

**Request for Proposals
“REGISTERED PHARMACIST SERVICES”**

RFP NO: 2013-008-02-27-YZV

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer: _____

Address: _____

By: _____

Printed Name: _____

EXHIBIT A
REQUIREMENTS

HIDALGO COUNTY
REQUEST FOR PROPOSALS

"REGISTERED PHARMACIST SERVICES"
RFP NO: 2013-008-02-27-YZV

The County of Hidalgo is seeking to enter into a "Registered Pharmacist Services" contract(s) with a state-registered (Texas) Pharmacist. The Hidalgo County Purchasing

Department will receive sealed envelopes containing statements of qualifications for the provision of "Hidalgo County Registered Pharmacist Services for Health and Human Services Department" as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, February 27, 2013**. **ANY RFQ RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.**

Deliver Submittal to:

RFP NO: 2013-008-02-27-YZV

US Postal Mail Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2812 So. Business Hwy 281
Edinburg, Texas 78539

Physical Address:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
New Administration Building
2802 So. Business Hwy 281
Edinburg, Texas 78539

The Submittal Envelope Must Show the RFP Number, Name and Acceptance Date.

The following outlines the Request For Proposals:

SECTION I GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that statements of qualifications be routed to Martha L. Salazar, CPPB, Purchasing Agent, with a **Physical location of:** 2802 So. Business Hwy 281, (**Southeast Corner of Canton & Business Highway 281**) Hidalgo County New Administration Building, Edinburg, Texas, 78539. at 2802 So. Business Hwy 281, Edinburg, Texas 78539.

WRITTEN QUESTIONS WILL BE ACCEPTED VIA FACSIMILE BY NO LATER THAN Wednesday, FEBRUARY 20, 2013, at 5:00 P.M. at (956) 318-2629. Responses will be sent to all applicants via facsimile by **Friday, FEBRUARY 22, 2013**. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DISCLOSURE OF CONFLICT OF INTEREST:

Effective February 17, 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as **Exhibit D**, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property,

goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful 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 complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:

Prior Contract award, respondents to this RFQ must submit a signed Proposer's Affidavit (attached herein in **Exhibit E**) certifying that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-COLLUSION:

Submitters, by submitting a signed submission, certify that the accompanying submission is not the result of, or affected by, any unlawful act of collusion with any other person or company engaged in the same line of business or commerce, or any other fraudulent act punishable under Texas or United States law.

NON-DISCRIMINATION:

Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:

Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF BIDS:

Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:

Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:

Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:

It is the responsibility of the submitter to review the Request for Proposals (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 bidding 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.

RFP DELIVERY: Hidalgo County requires submitters, when hand delivering qualifications, to make sure that it is stamped with date and time by the County Purchasing Department staff.

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 CONTRACT:

It is intended that the term of the contract will be for an initial period of 2 years with the County's option to renew for an additional 1 year term under the same rates, terms and conditions.

Hidalgo County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the agreement terms for unforeseen delay in award of the new request for qualifications.

All costs and expenses associated with the preparation and submission for (bids, proposal and/or quotes) shall be the responsibility of the participant and no reimbursement for such charges or expenses shall be passed onto Hidalgo County.

DAVIS BACON ACT: (IF APPLICABLE)

All selected and awarded firms are required to include the Davis-Bacon Act when advertising and developing specifications.

SECTION II RFQ REQUIREMENTS

Request For Proposal:

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.

Contents:

The required contents for the RFP are presented below in the order they should be incorporated into the submitted document.

Understanding of the Project:

This section should demonstrate the submitter's understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

PROJECT OVERVIEW:

The County of Hidalgo is seeking to engage a competent licensed pharmacist to provide services for the Hidalgo County Health and Human Services Department. The pharmacist will be in charge for all County Health Clinic pharmacies and perform the services that include, but are not limited to, as stated herein.

OFFEROR'S MINIMUM QUALIFICATIONS:

The County of Hidalgo is seeking to contract with a competent "Registered Pharmacist(s)" licensed to practice in the State of Texas that has had experience in, but not limited to, the following areas:

- Participant must have a minimum of 7 to 10 years experience in Public Health Pharmaceutical services;
- Meet inspections and the other requirements of the Texas Pharmacy Act and related regulations promulgated by the Texas State of Pharmacy;
- Dispense prescription orders;
- Conduct in-service training at least annually for supportive personnel who proved drugs, which training shall be related to actions, contraindications, adverse reactions and pharmacology of drug contained in the formulary;
- Contractor represents and maintain that he is an independent contractor and is not an employee of Hidalgo County, the Hidalgo County Health and Human Services department or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the County, County's Health and Human Services Department and/or any agency of the County;

- Contractor may not assign the obligation or rights under this Contract to any person without the prior written consent of the County.
- The contractor/participant should provide as much background information as to its' experience in providing services to City, County, State or any other governmental agencies.

Additionally, this section should include a description of the firm's project personnel and their most recent similar 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 participant should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

Required Certifications and Submittal:

This section will contain any licenses and certifications as required by HIDALGO COUNTY and the STATE OF TEXAS. The Registered Pharmacist(s) should add copies of their Professional Liability Insurance.

SCOPE OF SERVICES:

Hidalgo County is requesting sealed statements of qualifications from experienced Registered Pharmacist(s) to provide all the Pharmacist(s) services required for the "Registered Pharmacist Services" for Hidalgo County Health and Human Services Department. The registered pharmacist(s) services contract will encompass all project-related pharmacist(s) services to the County of Hidalgo including, but not limited to, the following:

- Provide continuous supervision of registered nurses, licensed vocational nurses, physician assistants technicians and assistance carrying out the pharmacy-related provisions;
- Provide documented periodic on-site visits as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy to ensure that the clinic is following set policies and procedures. The documentation provided by the registered pharmacist(s) consultant shall be as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy;
- Provide development of a formulary for the clinics, in conjunction with the clinics' pharmacy and therapeutic committee consisting of drugs and/or devices needed to meet the objectives of the clinic;

- Provide for a method and procedures for procurement and storage of drugs and/or devices and determine specifications of all drugs and/or devices procured by the County's Clinic;
- Maintain records of all transactions of the pharmacy as may be required by applicable law and as may be necessary to maintain accurate control over and accountability for all drugs and /or devices;
- Provide development and periodic review of a policy and procedural manual for the pharmacy in conjunction with the clinics' pharmacy and therapeutic committee.

Hidalgo County proposes to pay the "Registered Pharmacist(s)" monthly by check.

PARTICIPANTS ARE NOT TO PROVIDE A FEE SCHEDULE AT THIS TIME WITH THIS SUBMITTAL: The fee will be negotiated based on the scope of work.

PART III-SELECTION AND SCHEDULES

SELECTION PROCEDURES/EVALUATION SYSTEM:

The evaluation consists of a 100-point scoring system. However, after the 100-point evaluation, Hidalgo County Commissioner's Court may elect to narrow the participating firms and request a presentation from a representative from firms.

- A. Hidalgo County Commissioner's Court and/or an Evaluation Committee (selected and/or designated by Commissioner's Court) will review, score and evaluate the proposals received in response to this Hidalgo County request for proposals.
- B. After the RFP's have been reviewed, scored and evaluated, a grid will be presented to Commissioner's Court for the purposes of ranking.

Categories are further detailed in the Selection Criteria (Exhibit B) section of the RFP.

NEGOTIATION PROCESS: The number one ranked firm will be contacted to submit a letter of engagement/contract for negotiations. If negotiations prove unsuccessful, Commissioner's Court will terminate negotiations with the firm and will contact the next highest ranked firm to open negotiations. The County of Hidalgo reserves the right to reject any and all RFP's.

TERMINATION OF SERVICES: Any contract awarded to a qualified firm will be in effect until (a) the contract expires or (b) performance of all services are completed, or (c) terminated by County with or without cause, with ninety (90) days written notice prior to cancellation, or (d) until County has engaged the services of a new registered pharmacists for Hidalgo County Health and Human Services Department.

EXHIBIT B
SELECTION CRITERIA

REQUEST FOR PROPOSALS

**“Registered Pharmacists Services for
Hidalgo County Health and Human Services Department”**

EVALUATION CRITERIA

“Registered Pharmacists Services for Hidalgo County Health and Human Services Department”

RFP-2013-008-02-27-YZV

The submitter'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. Qualifications/Certifications/and other Credentials (20)

The pharmacist should provide information related to his qualifications. The pharmacist(s) must be registered and licensed to practice in the State of Texas. Pharmacist(s) must provide a copy of certificate by the Texas State Board of Pharmacy, and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

2. Understanding the Services/Methodology (20)

The pharmacist must state the approach and/or (methodology) in achieving and rendering all services detailed and required as the Pharmacist for Hidalgo County Health and Human Services Department. If the Pharmacist currently has an active practice, the Pharmacist must state in detail how he can comply and render all the services, and requirements detailed for the contract. Pharmacist should include any local issues or concerns that directly affect the pharmacist's understanding of the project.

3. Experience (30)

The pharmacist must have a minimum of 7 to 10 years experience in public health pharmaceutical services. Also, experience maintaining control over and accountability for all drugs and be knowledgeable with all regulations promulgated in the Texas State Pharmacy Act. Pharmacist must be in good standing with the Texas State Board of Pharmacy.

4. Ability to Commit to all Services Required (30)

The pharmacist should provide as much background information as to its' experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

EVALUATION FORM

“REGISTERED PHARMACIST SERVICES FOR HIDALGO COUNTY HEALTH AND HUMAN SERVICES DEPARTMENT” RFP NO: 2013-008-02-27-YZV

<u>Selection Criteria</u>	<u>Points</u>	<u>Score</u>
---------------------------	---------------	--------------

1. Pharmacist(s) Qualifications/Certifications/and other Credentials

The pharmacist should provide information related to his qualifications. The pharmacist(s) must be registered and licensed to practice in the State of Texas. Pharmacist(s) must provide a copy of certificate by the Texas State Board of Pharmacy and any other credentials/registrations or other pertinent information that demonstrates qualifications to perform the services required. A list of, and scope of, similar projects for comparative purposes shall be included in an appendix.

0-20

Comments/Rationale: _____

2. Understanding the Services/Methodology

The pharmacist must state the approach and/or (methodology) in achieving and rendering all services detailed and required as the Pharmacist for Hidalgo County Health and Human Services Department.

If the Pharmacist currently has an active family practice, the Pharmacist must state in detail how he can comply and render all the services, and requirements detailed for the contract. Pharmacist should include any local issues or concerns that directly affect the pharmacist's understanding of the project.

0-20

Comments/Rationale: _____

3. Experience:

The pharmacist must have a minimum of 7 to 10 years experience in Public Health Pharmaceutical services. Also maintaining control over and accountability for all drugs and be knowledgeable with all regulations promulgated in the Texas State Pharmacy Act. Pharmacist must be in good standing with the Texas Board of Pharmacy.

0-30

Comments/Rationale: _____

4. Ability to commit all services required.

The pharmacist should provide as much background information as to it's experience in providing similar services to city, county or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

0-30

Comments/Rationale: _____

TOTAL SCORE: _____

Provider: _____

Evaluator: _____ Date: _____

EXHIBIT "C"
Insurance Requirements
(Physicians)

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. Professional liability insurance policy with limits of at least Five Hundred Thousand Dollars (\$500,000.00) per occurrence, or limited to claims made, including 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 THEIR 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				EACH OCCURRENCE \$
	<input type="checkbox"/> COMMERCIAL GENERAL LIABILITY				FIRE DAMAGE (Any one fire) \$
	<input type="checkbox"/> CLAIMS MADE OCCUR				MEDICAL (Any one person) \$
	<input type="checkbox"/> OWNER'S & CONT. PROT				PERSONAL & ADV INJURY \$
	<input type="checkbox"/> OWNER'S PROTECTIVE LIABILITY				ANNUAL AGGREGATE \$
	<input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP \$
	<input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC				AGGREGATE \$
B	AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> ANY AUTO				BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS				
<input type="checkbox"/> NON-OWNED AUTOS					
	GARAGE LIABILITY				AUTO ONLY-EA ACCIDENT \$
	<input type="checkbox"/> ANY AUTO				OTHER THAN EA ACC \$
					AUTO ONLY EA ACC AGG \$
C	EXCESS LIABILITY				EACH OCCURRENCE \$
	<input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE				AGGREGATE \$
	<input type="checkbox"/> DEDUCTIBLE				\$
	<input type="checkbox"/> RETENTION \$				\$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATUTORY LIMITS <input type="checkbox"/> 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 BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

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 the project by the Hidalgo County Commissioners' Court;

" will acquire additional amount needed to meet the County's requirements within 10 working days after notification from Purchasing Department of award of the 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 certificate of insurance.

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 the project 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 of the project to be rescinded and then 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 BE ACCOMPANY YOUR RESPONSE

**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 bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid or response.**

Authorized Signature

Date

Company

Address

City, State, Zip

STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

CONTRACT FOR SERVICES
C-13-008-00-00

THIS AGREEMENT is made on this the ____ day of _____, **2013** by and between HIDALGO COUNTY, a political subdivision of the State of Texas, (hereinafter "County") and _____ a Texas Licensed Pharmacist, (hereinafter "Contractor") to provide services for the Hidalgo County Health and Human Services Department in the manner hereinafter provided.

WITNESSETH

WHEREAS, Contractor responded to advertised notices for bids for **"Registered Pharmacist Services"**, as more particularly described in Exhibit "A" (the "Services"); and

WHEREAS, Contractor submitted a proposal to provide services in accordance with Exhibit "A" Request for Proposals (RFP) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFP"); and;

WHEREAS, in recognition of and in consideration of Contractor's agreement to perform the Services in accordance with Specifications within the Request for Proposals (RFP) Procurement Packet, the Commissioners Court of County awarded the bid to **Contractor**

NOW, THEREFORE, FOR THE MUTUAL CONSIDERATION EXPRESSED

HEREINAFTER, County and Contractor agree and covenant as follows:

1. Contractor agrees to provide the services necessary to perform the position of Pharmacist in Charge for all County Health Clinic Pharmacies ("Clinics") and perform the services that include, but are not limited to, those set forth as follows:

a. Provide continuous supervision of registered nurses, licensed vocational nurses, physician assistant technicians and assistants carrying out the pharmacy-related provisions.

b. Provide documented periodic on-site visits as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy to insure that the Clinics are following set policies and procedures. The documentation provided by Contractor shall be as specified in the Texas Pharmacy Act and related regulations promulgated in the Texas State Board of Pharmacy.

c. Provide development of a formulary for the Clinics, in conjunction with the Clinics' pharmacy and therapeutics committee consisting of drugs and/or devices needed to meet the objectives of the Clinics.

d. Provide for a method and procedures for procurement and storage of drugs and/or devices and determine specifications of all drugs and/or devices procured by the Clinics.

e. Maintain records of all transactions of the Clinics as may be required by applicable law and as may be necessary to maintain accurate control over and accountability for all drugs and/or devices.

f. Provide development and periodic review of a policy and procedural manual for the Clinics in conjunction with the clinics pharmacy and therapeutic committee.

g. Meet inspections and other requirements of the Texas Pharmacy Act and related regulations with respect to the Clinics as promulgated by the Texas State Board of Pharmacy.

h. Dispense prescription orders.

i. Conduct in-service training at least annually for supportive personnel who provide drugs, which training shall be related to actions, contraindications, adverse reactions and pharmacology of drugs contained in the Clinics.

2. The term of this Contract shall commence on _____ and continue through _____ and may be extended at the sole discretion of County for an additional one (1) year, under the same rates, terms and conditions, unless earlier terminated pursuant to the provisions herein. County reserves the right to continue this Contract for an additional sixty (60) day Grace Period, under the same rates, terms and conditions.

3. As consideration for providing the services outlined above, Contractor shall be paid _____ **per month**. Such sum shall be paid to Contractor on or before the tenth day following the preceding month (or a portion thereof) that Contractor performed services for the County.

4. Contractor represents and maintain that he is an independent contractor and is not an employee of Hidalgo County, the Hidalgo County Health and Human Services Department or any agency thereof, and represents and warrants that he does not desire or request any fringe benefits provided to employees of the County, County's Health and Human Services Department and/or any agency of the County.

5. County and Contractor agree that either party may terminate this Agreement at any time during the Term of this Agreement for any reason or no reason at all upon giving the other party notice of the desire to terminate this Agreement at least thirty (30) days in advance of the date of the proposed termination. In such event, this Agreement shall be null and void as of the date of termination and neither party shall have any further rights arising from the terms of this Agreement.

6. Contractor agrees to provide liability insurance covering his activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act. Section 100.002 et.seq., Texas Civil Practice and Remedies Code with County as a named insured and shall furnish County a certificate issued by the insurer that such insurance is in full force and effect. In addition, Contractor agrees to hold County harmless for any and all claims arising out of any activity conducted by Contractor in providing services under this Contract.

Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) written notice prior to

cancellation.

7. Contractor may not assign the obligation or rights under this Contract to any person without the prior written consent of County.

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

If to County: County of Hidalgo, Texas
Attn: Ramon Garcia, County Judge
302 West University Drive
Edinburg, Texas 78539

If to Contractor:

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

9. Conflict with Applicable Law. Nothing in this Contract 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 Contract and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment hereof, 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 Contract shall be modified only to the extent necessary to bring them within the legal requirements and only during the

time such conflict exists.

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

11. Entire Agreement. This Contract 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 Contract not specifically set forth herein. This Contract may be modified or amended only by agreement in writing executed by County and Contractor and not otherwise.

12. 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.

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

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

15. Assignment. This Agreement shall not be assignable; provided, however, that Contractor may assign its right to receive payments hereunder for the purpose of obtaining financing so long as Contractor is not excused from and/or does not delegate its duties hereunder.

16. Headings. The headings and captions contained in this Contract are solely for

convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

17. Gender and Number. All pronouns used in this Contract 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.

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

19. Ethical Provision. It is understood that employees of County or individuals acting as agents for County are not authorized to receive any type of personal payment, reimbursement, compensation, commission, gift or gratuity for services provided under this Contract. Contractor warrants that no employee or agent of the County has been retained to solicit or secure this Contract and that Contractor has not paid or agreed to pay any employee of County any fee, commission, percentage brokerage fee, gift or any other consideration contingent upon the making of this Contract, or as an inducement for entering into this Contract. The unauthorized offering or receipt of such payments may result in the immediate termination of this Contract.

20. Commitment of Current Revenues Only. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of the County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Contractor. County 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 County pursuant to the provision of Tex. Loc. Govt. Code Ann §271.903 (Vernon Supp. 1995).

21. Indemnity and Hold Harmless. Contractor agrees to indemnify and hold County harmless from any loss, costs, liabilities or damages which are incurred by County which are attributable to the acts or omissions of Contractor or the acts or omissions of Contractor's employees, agents or other representatives, including the violation of any law or regulation related to Contractor's duties under this Agreement.

To the extent permitted by applicable law, County agrees to indemnify and hold Contractor harmless from any loss, costs, liabilities or damages which are incurred by Contractor which are primarily attributable to the acts or omissions of County or the acts or omissions of County employees, agents or other representatives, including the violation of any law or regulation related to County's duties under this Agreement.

22. Representation and Warranties. Contractor represents and warrants to County that all representations and warranties of Contractor as contained in its responses to County's Request for Proposal are true and correct as of the date hereof. In the event any representation or warranty of Contractor hereunder is or becomes incorrect or untrue, Contractor agrees to promptly notify County thereof, in which event County may, in its sole discretion, elect to terminate this Contract, for cause. Contractor acknowledges and agrees that County has relied and continues to rely upon the representations and warranties of Contractor as herein contained as contained in County's Request for Qualifications as a material inducement to County to enter into the Contract.

WITNESS THE HANDS OF THE PARTIES on this the _____ day of _____, 2013

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, COUNTY JUDGE

ATTEST:

ARTURO GUAJARDO JR, COUNTY CLERK

CONTRACTOR:

Approved on Commissioners' Court _____

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____



MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539 ★ TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Eddie Olivarez, Chief Administrator Officer
Hidalgo County Health & Human Services

Attn: Josie Escalante
Administrative Assistant

From: Yolanda Velasquez *YV*
Purchasing Dept., Buyer III

Date: December 27, 2012

Re: **RFP No. 2013-008-00-00-YZV Approval of Specifications/Requirements for "Registered Pharmacist Services"**



Please review the following **SPECIFICATIONS/REQUIREMENTS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. Please make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions or need additional information please call me at (956) 318-2626 ext# 4881.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS	<input type="checkbox"/>

FUNDS AVAILABILITY: Yes No Other specify _____

BUDGET ACCOUNT#: 3-1100-441-00-340-003-0-337

Mike Escanane Mike Escanane 1/9/13
 AUTHORIZED SIGNATURE PRINTED NAME DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 318-2629 or E-mail: yolanda.velasquez@co.hidalgo.tx.us no later than FRIDAY, JANUARY 04, 2013 by 2:00P.M.

From: [Darlene Betancourt](mailto:Darlene.Betancourt)
To: yolanda.velasquez@co.hidalgo.tx.us
Subject: FW: Contract for services
Date: Tuesday, January 15, 2013 8:46:31 AM

Good morning Yoli

See below comments on the draft contract for Bank Depository Services from Mr. Crain. Thanks

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, January 15, 2013 7:37 AM
To: 'Darlene Betancourt'
Subject: RE: Contract for services

In the last Whereas change "Bank" to Contractor.

From: Darlene Betancourt [<mailto:darlene.betancourt@co.hidalgo.tx.us>]
Sent: Monday, January 14, 2013 4:41 PM
To: scrain@atlashall.com
Cc: yolanda.velasquez@co.hidalgo.tx.us
Subject: FW: Contract for services

Good Afternoon Mr. Crain;

Attached you will find a draft contract for Registered Pharmacist Services with changes as recommended.

Should you have any questions, do not hesitate to contact our office. Thank you

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: Yolanda Velasquez [<mailto:yolanda.velasquez@co.hidalgo.tx.us>]
Sent: Monday, January 14, 2013 3:45 PM
To: Darlene
Subject: FW: Contract for services

Ms. Darlene,

Please forward to legal for review and ok of Draft (Changes have been made as recommended).

Yoli

From: Evangelina Garcia [<mailto:evangelina.garcia@co.hidalgo.tx.us>]
Sent: Friday, January 11, 2013 1:51 PM
To: 'Yolanda Velasquez'
Cc: 'Yvette Islas'
Subject: FW: Contract for services

Sorry, I sent this to Yvette but I think it's for you.

From: Stephen L. Crain [<mailto:scrain@atlashall.com>]
Sent: Friday, January 11, 2013 1:28 PM
To: 'Evangelina Garcia'
Subject: Contract for services

See Mr. Crain's comments...if you have any questions, please call our office.

Thanks,
Marynel

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com



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This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

From: [Darlene Betancourt](mailto:Darlene.Betancourt)
To: yolanda.velasquez@co.hidalgo.tx.us
Subject: FW: Contract for services -Pharmacist
Date: Thursday, January 31, 2013 3:36:23 PM

Ms. Yoli

See Mr. Crain's remarks below regarding the draft contract for Registered Pharmacist Services for the Health Dept

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: Thursday, January 31, 2013 3:10 PM
To: 'Darlene Betancourt'
Subject: RE: Contract for services -Pharmacist

The contract is fine.

From: Darlene Betancourt [<mailto:darlene.betancourt@co.hidalgo.tx.us>]
Sent: Thursday, January 31, 2013 2:05 PM
To: scrain@atlashall.com
Cc: yolanda.velasquez@co.hidalgo.tx.us
Subject: FW: Contract for services -Pharmacist

Good Afternoon Mr. Crain

Attached you will find a draft contract for your review and final approval for authority to advertise.

Ms. Marty is out of the office today, therefore, I am available, should you have any questions or comments related to this matter, 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: Yolanda Velasquez [<mailto:yolanda.velasquez@co.hidalgo.tx.us>]
Sent: Thursday, January 31, 2013 2:02 PM
To: 'Darlene Betancourt'
Subject: Contract for services -Pharmacist

Ms. Darlene

Please forward to legal for final ok of Draft Contract for Services

From: Darlene Betancourt [<mailto:darlene.betancourt@co.hidalgo.tx.us>]
Sent: Tuesday, January 15, 2013 8:47 AM
To: yolanda.velasquez@co.hidalgo.tx.us
Subject: FW: Contract for services

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See below comments on the draft contract for Bank Depository Services from Mr. Crain. Thanks

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
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Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

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To: 'Evangelina Garcia'
Subject: Contract for services

See Mr. Crain's comments...if you have any questions, please call our office.

Thanks,
Marynel

Stephen L. Crain
ATLAS, HALL & RODRIGUEZ, LLP
818 Pecan Blvd. (78501)
P. O. Box 3725
McAllen, Texas 78502
Direct Dial Number (956) 632-8221
Main Number (956) 682-5501
Fax Number (956) 686-6109
E-mail Address scrain@atlashall.com



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This communication does not reflect an intention by the sender or the sender's client or principal to conduct a transaction or make any agreement by electronic means. Nothing contained in this message or in any attachment shall satisfy the requirements for a writing, and nothing contained herein shall constitute a contract or electronic signature under the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act or any other statute governing electronic transactions.

AI-36384

9. M.

CC CONSENT

Meeting Date: 02/05/2013

Submitted For: Martha Salazar

Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract, etc.) as attached hereto for: "Hidalgo County Pct 1 & Pct 3- Roadway Light Fixtures & Maintanance" Bid No. 2013-014-00-00-MEG including the re-advertising of project in the event bids are received and project is still required.

BACKGROUND

Proposed scheduled
1st advertisement 02/09/13
2nd advertisement 02/16/13
Bid Opening 02/27/13

Fiscal Impact

FISCAL YEAR: 2013

ACCT. #: 3-1315-431-00-121-053-0-841

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funds available in year 2012, pending rollover of CIP funds.

FISCAL YEAR: 2013

ACCT. #: Obj. 679 for Pct. 1 & 3

FUNDS AVAILABLE Y/N?: Y

MATCHING FUNDS Y/N?:

BUDGETARY IMPACT:

Funding source obj. 679 for Pct. 1 & 3. Please refer to attached expense report as of 1-24-13.

Attachments

- Memo of Approval of specs
- Obj. 679 Exp. Report as of 1-24-13
- Draft Contract-Roadway Light Fixtures
- Legal Approval
- exhibit

Form Review

Inbox
Purchasing Department
Budget & Management
Ivan Cantu

Reviewed By
Darlene Betancourt
Obdett Calzada
Ivan Cantu

Date
01/24/2013 10:37 AM
01/24/2013 11:34 AM
01/24/2013 01:35 PM

Auditor's Office

Angela Garcia

02/01/2013 05:10 PM

Form Started By: Elena Gomez

Started On: 01/14/2013 03:04 PM

Final Approval Date: 02/01/2013



Hidalgo County Purchasing Department
 2812 S. Business Highway 281
 New Administration Building
 Edinburg, Texas 78539
 (956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM
 (APPROVAL OF SPECIFICATIONS)

To: Hon. AC Cuellar Commissioner
 Hidalgo County Precinct #1

From: Elena Gomez, Buyer II
 Hidalgo County Purchasing Dept.

Date: January 8, 2013

Re: Approval of Specifications for: BID NO. -2013-014-00-00-MEG
 Hidalgo County "Roadway Light Fixtures & Maintenance"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.
 If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: _____ YES / _____ NO/ Other

(Specify) Pending Line Item Transfer.

BUDGET ACCOUNT #: 3-1315-431-00-121-053-0-841

	RAUL LOZANO	Prec. 1	1-14-13
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: elena.gomez@co.hidalgo.tx.us by no later than **JANUARY 14, 2013 @:4:00 p.m.**

Enclosures



Hidalgo County Purchasing Department
2812 S. Business Highway 281
New Administration Building
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 318-2629

MEMORANDUM (APPROVAL OF SPECIFICATIONS)

To: Hon. Joe Flores Commissioner
Hidalgo County Precinct # 3

ATTN: Norma Ceballos

From: Elena Gomez, Buyer II
Hidalgo County Purchasing Dept.

Date: January 8, 2013

Re: Approval of Specifications for: **BID NO. -2013-014-00-00-MEG**
Hidalgo County "Roadway Light Fixtures & Maintenance"

Please review the following **SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specification is **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.
If you have any questions, please call me at (956) 318-2626 ext# 4855.

APPROVE <input checked="" type="checkbox"/>	DISAPPROVE <input type="checkbox"/>
APPROVED WITH MODIFICATIONS <input type="checkbox"/>	

FUNDS AVAILABILITY: YES / NO / Other

(Specify) _____

BUDGET ACCOUNT #: 3-1200-431-00-123.005-0-679

	<u>Joe M Flores</u>	<u>Pct#3</u>	<u>1/10/13</u>
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612
or e-mail: elena.gomez@co.hidalgo.tx.us by no later than **JANUARY 14, 2013 @:4:00 p.m.**

Enclosures

THE STATE OF TEXAS §
 §
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-014-00-00

THIS CONTRACT is made and entered into this ____ day of _____, 2013 by and between the County of Hidalgo, Texas ("County"), and _____, a Texas ("Company").

WHEREAS, Company responded to request for bids for **"Roadway Light Fixtures and Maintenance (for Hidalgo County Precincts' Nos. 1 & 3),** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

NOW, THEREFORE, in mutual consideration of the foregoing and the further consideration of the following, the parties hereto agree as follows:

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.
2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). 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 _____ and ending _____ and may be extended at the sole discretion of County for an additional one (1)

year period, 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
 302 W. University Drive
 Edinburg, Texas 78539

If to Company _____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

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. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent

or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

18. **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 County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1995).

WITNESS our hands in duplicate originals this _____ day of _____, 2013.

COUNTY OF HIDALGO

By: _____

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By: _____

Printed Name: _____

Title: _____

Approved by Commissioners Court on: _____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P.

By: _____

DRAFT

DRAFT

EXHIBIT "A"

SPECIFICATIONS

RFB PACKET

EXHIBIT "B"

VENDOR'S BID

DRAFT

EXHIBIT "C"

INSURANCE REQUIREMENTS

DRAFT

From: [Martha Salazar](mailto:Martha.Salazar@co.hidalgo.tx.us)
To: "[Cris Villarreal](mailto:Cris.Villarreal@co.hidalgo.tx.us)"
Subject: FW: Draft Contract for Roadway Light Fixtures and Maintenance
Date: Thursday, January 24, 2013 11:52:14 AM

From: Steve Crain [<mailto:scrain@atlashall.com>]
Sent: Thursday, January 24, 2013 8:43 AM
To: 'Martha Salazar'
Subject: RE: Draft Contract for Roadway Light Fixtures and Maintenance

The contract is fine.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Wednesday, January 23, 2013 5:12 PM
To: 'Steve Crain'
Cc: 'Cris Villarreal'
Subject: FW: Draft Contract for Roadway Light Fixtures and Maintenance
Importance: High

Correction complete. Please review and comment as to form.
Marty

From: Cris Villarreal [<mailto:cris.villarreal@co.hidalgo.tx.us>]
Sent: Wednesday, January 23, 2013 4:55 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: FW: Draft Contract for Roadway Light Fixtures and Maintenance
Importance: High

Ms. Marty,

I have revised the document as requested. Please have legal review.

Thank you,
Cris

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Wednesday, January 23, 2013 4:24 PM
To: 'Cris Villarreal'; 'Elena Gomez'
Subject: FW: Draft Contract for Roadway Light Fixtures and Maintenance
Importance: High

From: Steve Crain [<mailto:scrain@atlashall.com>]
Sent: Wednesday, January 23, 2013 3:44 PM
To: 'Martha Salazar'
Subject: RE: Draft Contract for Roadway Light Fixtures and Maintenance

Take out Hidalgo County, Texas at the end of the second line on the first page of the document.
Insert a _____ between Texas and ("Company") in the third line of the first page of the document.

From: Martha Salazar [<mailto:martha.salazar@co.hidalgo.tx.us>]
Sent: Wednesday, January 23, 2013 3:07 PM
To: 'Steve Crain'
Cc: 'Elena Gomez'; 'Cris Villarreal'
Subject: FW: Draft Contract for Roadway Light Fixtures and Maintenance
Importance: High

Mr. Crain:
I cannot locate the original e-mail sent to you as it was done through laptop during my illness.
Nonetheless, please review and comment as to form. We have included the specifications if you need them.
Marty

From: Cris Villarreal [<mailto:cris.villarreal@co.hidalgo.tx.us>]
Sent: Wednesday, January 23, 2013 2:53 PM
To: martha.salazar@co.hidalgo.tx.us
Subject: FW: Draft Contract for Roadway Light Fixtures and Maintenance

Ms. Marty,
Have you received any information regarding the above referenced. I have attached the document in case you need to resend to legal.

Thank you,
Cris

From: Elena Gomez [<mailto:elena.gomez@co.hidalgo.tx.us>]
Sent: Tuesday, January 22, 2013 10:36 AM
To: 'Cris Villarreal'
Subject: FW: Draft Contract for Roadway Light Fixtures and Maintenance

Good Morning, Cris have you any thing from Legal about the Draft Contract ?



*Elena Gomez, Buyer II
Hidalgo County Purchasing Dept.
2812 S Bus. Highway 281
Edinburg, Texas 78539
(956) 318-2626 x 4855
(956) 292-7612*

Exhibit "A"
HIDALGO COUNTY (Precinct Nos. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2013-014-02-27-MEG

SCOPE OF WORK:

The County of Hidalgo is seeking vendor(s) for "**ROADWAY LIGHT FIXTURES AND MAINTENANCE**", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid.

LOCATION: Pct 1

Awarded vendor will be required to **maintain** the continuous lighting system on US 83 within the limits from Sta. 663+00 (1400' West of Showers Road to Sta. 715+00 (300' West of Abram Road) Circuits A and B (24 poles, 48 lights) and on US 83 within the limits from Sta. 1994-00 (470' East of FM 493) to Sta. 2076+00 (300' West of Miles 6 ½ Rd.) Circuits E, F, and G (43 poles, 80 lights) and Sta. 2277+00 (130' East of FM 1015) to Sta. 2302+00 (2,630' East of FM 1015) Circuits S and T (13 Poles, 24 Lights) inside Hidalgo County Precinct No. 1.

Awarded vendor must **maintain** and operate the lighting system in an efficient and slightly condition, including the furnishing of all equipment and labor and making any replacements which may become necessary.

The County of Hidalgo will obtain approval of the State before making any major changes in the design and/or operation of the lighting system or before the removal of any part of the installation except for the purpose of replacing identical or accepted equivalent equipment.

SPECIFICATIONS:

1. These specifications are intended to establish an agreement for the maintenance and electrical repairs of the **overhead lighting** system in Hidalgo County.
2. Maintenance hereunder refers to all maintenance necessary to keep facilities fully operating, properly functioning, with a minimum of 95% of the lights burning at all times for their normal expected useful life. Said maintenance shall include repairs and/or replacement of any component parts of the facilities as may be necessary.
3. Each highway lighting facility system was constructed or modified in essential accordance with plans approved by the Texas Department of Transportation.
4. The bid will be awarded on a per unit cost basis. There is no guarantee on annual volume and will be on an "**As Needed Basis Only**".
5. Orders will be given to the Contractor, by telephone and/or confirmed in writing, by the County.
6. The following price schedule will be utilized throughout the agreement period to pay for services.
7. The Contractor shall start the required maintenance and/or normal repairs within forty-eight (48) hours after receiving notice by telephone, except that no routing work shall be performed after 3:00 p.m. on Fridays; or on Saturdays, Sundays, or Holidays, unless specifically requested to do so by the County.
8. The work area of maintenance operations performed from the roadway, including shoulders and lane closures shall be signed, marked and/or flagged by Contractor in accordance with the Manual on Uniform Traffic Control Devices for Streets and Highways, current edition, as amended.

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"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2013-014-02-27-MEG

9. All materials incorporated in the work, to be accepted by the County, shall be new first-quality material installed in accordance with the manufacturer's instructions, or these specifications, whichever is more applicable. It is the intent of this specification to provide materials free from defects in workmanship and product.
10. The user department will notify the contractor when repair is needed. Contractor does not survey the poles periodically. Services will be on **"as needed basis"**.

CLARIFICATION: Traffic control is to be included in all costs bid. The Texas Department of Transportation approval is required for lane closures. There shall be no lane closure during weekdays rush hour periods from 6:00 a.m. to 8:00 a.m., and 4:00 p.m. to 6:00 p.m.

REQUIREMENTS:

1. Each bidder shall list each piece of equipment, brand, size, model, age and vehicle condition to be used for lighting repairs for this agreement. Equipment shall be readily identifiable at Contractor's equipment, logo, etc.
2. All work and materials shall conform to the requirements and regulations of the National Electric Safety Code.
3. All electrical work performed under the agreement shall be under the supervision of a licensed electrician.
4. In the event the contractor fails to perform routine emergency lighting repairs in an "as built" and timely manner, the County may obtain services from a secondary vendor. In such event, Hidalgo County will charge the successful bidder the difference for any additional cost incurred by Hidalgo County for such item or service.
5. The Contractor shall provide a written guarantee on workmanship and materials for a period of one (1) year after the date of acceptance by the County. Any defects observed within the one (1) year guarantee period shall be repaired and/or replaced to the City's satisfaction at no additional cost to the County.

STANDARD TERMS & CONDITION:

1. Term of contract is for one (1) year period with County's option to renew contract for an additional one (1) year under the same rates, terms and conditions.
2. County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.
3. County will seek purchases from state awarded vendors whenever it is, its best interest to do so.
4. After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(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 to the County.

Exhibit "A"
HIDALGO COUNTY (Precinct Nos. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
RFB NO.: 2013-014-02-27-MEG

5. Hidalgo County reserves the right to add or delete during the term of the contract under the same rates and conditions.
6. Any contract awarded to a successful bidder will be in effect until;
 - a) The contract expires
 - b) Delivery acceptance of products and/or performance of services ordered, or
 - c) Terminated by County with thirty (30) days written notice prior to be cancellation.
7. Hidalgo County reserves the right to award the bid to MULTIPLE bidders if the County determines it is in its best interest to do so.
8. Insurance requirements for this project to be maintained through out the contract term (Refer to limits on the Exhibit "C" for limits).
9. 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.
10. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action. In cases of discrepancy between unit price and extension, the unit price shall govern.
11. After bid is awarded and low bidder s default s in meeting the general instructions to bidders and/or comply with contract agreement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

- 1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.
 - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
 - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
 - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
 - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
 - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders

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HIDALGO COUNTY (Precinct Nos. 1 & 3)
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received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

- 2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.
- 3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
- 4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
- 5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional Information:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, Cppb, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539.**

TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Tuesday February 19, 2013 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE BY NO LATER THAN 5:00 P.M. Friday February 22, 2013.

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HIDALGO COUNTY (Precinct Nos. 1 & 3)
"ROADWAY LIGHT FIXTURES AND MAINTENANCE"
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HIDALGO COUNTY Pct 1 (MID VALLEY)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-18-085	D	1	2
0039-18-085	E	16	28
0039-18-085	F	13	26
0039-18-085	G	14	26
0039-18-085	S	5	10
0039-18-085	T	8	14
TOTAL		57	106

HIDALGO COUNTY Pct 3 (PALMVIEW)

PROJECT (CSJ)	CIRCUIT NO.	NO. OF POLES	NO. OF LIGHTS
0039-17-134	A	12	24
0039-17-134	B	12	24
TOTAL		24	48