AI-38927 **County Judge's Office 6. B.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Presentation on 2013 South Texas Hurricane Conference
2. Recognition of the City of McAllen for partnering with Hidalgo County for the 2013 South Texas Hurricane Conference
3. Proclamation declaring May 26 – June 1, 2013 as Hurricane Preparedness Week

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/23/2013 11:42 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Monica Badillo Started On: 05/23/2013 09:34 AM

Final Approval Date: 05/24/2013

AI-38890 **County Judge's Office 6. C.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Jaime Longoria **Submitted By:** Irma Saenz, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Requesting approval to reimburse Adrian Guerra for meals and drinks incurred on 05/01/13 for the Hidalgo County Drainage Advisory Committee in the amount of $87.25, with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor.

BACKGROUND

See attachment

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-413-00-110-006-0-630/631

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

BUDGETARY IMPACT:

PO# 692075 available balance as of 5-22-13 $87.25

Attachments

Reimbursement

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/22/2013 11:21 AM
Manuel Chapa	Manuel Chapa	05/22/2013 04:27 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Irma Saenz Started On: 05/21/2013 03:53 PM

Final Approval Date: 05/24/2013

HIDALGO COUNTY AUDITOR'S OFFICE
HIDALGO COUNTY, TEXAS

PURCHASE AFFIDAVIT

THE STATE OF TEXAS

COUNTY OF HIDALGO

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

INVOICE NO.	DATE	AMOUNT	NAME OF COMPANY
#0002165972	5-1-13	$70.00	Subway
#563579	5-1-13	$17.25	Feldman's Market Center
TOTAL		$87.25	

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

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

SIGNATURE: Adrian Guerra

TITLE: Admin Assistant
PERSON MAKING PURCHASE

Before me Irma L. Saenz, a Notary Public, appeared Adrian Guerra and on h**is** oath deposed and stated that the foregoing facts as set forth in the above request for expense reimbursement are true and correct in every respect. H**e** / S___ further stated h**e** / s___ requested payment of the same.

(SEAL)

IRMA L SAENZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 06-20-2016

Irma L Saenz
NOTARY PUBLIC IN AND FOR THE STATE OF TEXAS

A-R-F
APPROVAL: DEPARTMENT HEAD

APPROVAL: COUNTY AUDITOR

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

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

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

OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY		**DATE:**	**05/17/2013**
TO:	**Irma Saenz**	**DEPARTMENT:**	**(110) COUNTY JUDGE**
FROM:	**Jessica Ortega**	**PHONE:**	**(956)-318-2511 ext 4627**
REFERENCE:	**GUERRA, ADRIAN Invoice #0000265972**		

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #0000265972*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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

- [x] **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- [ ] **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
- [ ] **AMOUNT BILLED DOES NOT MATCH THE PURCHASE ORDER AMOUNT**
- [ ] **VENDOR ON PURCHASE ORDER DOES NOT MATCH INVOICE**
- [ ] **INSUFFICIENT DOCUMENTATION TO PROCESS PAYMENT**
- [ ] **SIGNATURE OR DATE NOT PRESENT**
- [ ] **SYSTEM SHOWS INVOICE PAID**
- [ ] **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- [ ] **NEEDS APPROVAL OF:**
- [ ] **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- [ ] **NEEDS CORRECTION(S):**
- [x] **NEEDS ADDITIONAL DOCUMENTATION i.e.,: Missing Purchase Affidavit**
- [ ] **OTHER:**
- [x] **COMMENTS / RECOMMENDATION: The PO was done after the event.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C.

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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OFFICE OF THE COUNTY AUDITOR

NOTICE OF DISCREPANCY AND/OR ADVISORY		DATE:	05/17/2013
TO:	Irma Saenz	DEPARTMENT:	(110) COUNTY JUDGE
FROM:	Jessica Ortega	PHONE:	(956)-318-2511 ext 4627
REFERENCE:	GUERRA, ADRIAN Invoice #563579		

THE FOLLOWING DOCUMENT (S), i.e. ***Invoice #563579*** IS/ARE BEING RETURNED, BECAUSE OF THE REASON (S) INDICATED BELOW AND REQUIRES YOUR IMMEDIATE ATTENTION. CORRECTIVE ACTION IS NECESSARY IN ORDER FOR MY OFFICE TO PERFORM ITS DUTIES ACCORDING TO STATUTES, POLICIES, FEDERAL REGULATIONS, AND ACCOUNTING STANDARDS.

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- [x] **EXPENDITURE INCURRED BEFORE PURCHASE ORDER ISSUED – PLEASE FOLLOW PROPER CLAIMS PROCEDURES**
- [ ] **PURCHASE ORDER NUMBER IS INCONSISTENT WITH INVOICE**
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- [ ] **INSUFFICIENT FUNDING IN ACCOUNT # AVAILABLE $**
- [ ] **NEEDS APPROVAL OF:**
- [ ] **NEEDS COMPLIANCE WITH PURCHASING POLICY/STATUTES/CONTRACTS (SEE COMMENTS)**
- [ ] **NEEDS CORRECTION(S):**
- [x] **NEEDS ADDITIONAL DOCUMENTATION i.e.,: Missing Purchase Affidavit**
- [ ] **OTHER:**
- [x] **COMMENTS / RECOMMENDATION: The PO was done after the event.**

COUNTY AUDITOR'S FORM: RE-CA-020
REVISED: 08/2010

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR	RODOLFO DELGADO	J. R. "BOBBY" FLORES	ROSE GUERRA REYNA	JUAN R. PARTIDA	MARIO E. RAMIREZ, JR.	NOE GONZALEZ	LETICIA LOPEZ	AIDA SALINAS FLORES
JUDGE, 92ND D.C.	JUDGE, 93RD D.C.	JUDGE, 139TH D.C.	JUDGE, 206TH D.C.	JUDGE, 275TH D.C.	JUDGE, 332ND D.C.	JUDGE, 370TH D.C. OVERSEER	JUDGE, 389TH D.C.	JUDGE, 398TH D.C.

SALE RECEIPT

Store #6215 tko 05/01/13 12:09:33
Subway #6215
618 N. 10th St.
McAllen , Texas
McAllen Tx 75504
(956) 630-4376
Trans# 54 Clerk 2 Amy Mejia
Dwr1 TRDT 050113 Reg-ID REG-MAIN
Receipt # 0000265972

--- ITEM ---	QTY		PRICE	MEMO	PLU
FrshFitPlt	1	T $	35.00		20204
FrshFitPlt	1	T $	35.00		20204
SUBTOTAL		$	70.00		
Sales Tx		$	5.78		
TAKE-OUT **TOTAL		$	75.78		
CredCardAMT TEND		$	75.78		
CHANGE DUE$			0.00		

How'd we do? Get a free cookie
Take 1 min. survey at www.tellsubway.com
Approval No: 03218Z
Reference No: 312117719799
Acquired: Swipe
Account No: **********3696
Card Issuer: Mastercard
Amount: $75.78

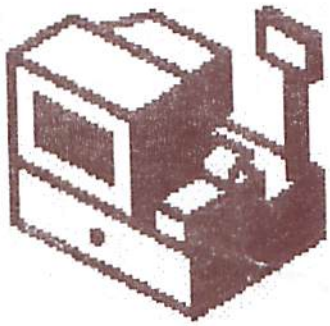
Signature:

X_____
I agree to pay above total amount
according to the Card Issuer Agreement.

Take our 1-minute Survey at
www.tellsubway.com and receive a free
cookie. Keep your receipt and write
your unique coupon code
here_____.

Host Order ID: 621-23-799373

RECEIVED BY
COUNTY AUDITOR
2013 MAY 10 PM 1:50



Feldmans Market Center
100 North 10th Street
McAllen, TX 78501
(956) 687-9463
(956)

Sales Receipt

Transaction #: 563579
Account #: 126993
Date: 5/1/2013 Time: 12:44:37 P
Cashier: 26152 Register #: 6

Item	Description	Amount
50743	Coke Aluminum Botttle 8.5oz 12 @ $1.19	$14.28
8741	Ozarke Spring Water 5L 3 @ $0.99	$2.97
	Sub Total	$17.25
	State Sales Tax	$1.42
	Total	$18.67
	MasterCard Credit Card Tendered	$18.67
	Change Due	$0.00

Cardholder: GUERRA/ROEI
Last 4: 369[illegible]
Approval Code: 020092

X_____
I AGREE TO PAY ABOVE TOTAL AMOUNT
ACCORDING TO CARD ISSUER AGREEMENT

563579

Thank you for shopping
[illegible] Center
[illegible]

HIDALGO COUNTY, TEXAS

NON-TRAVEL MEALS, REFRESHMENTS, AND RELATED EXPENSE CLAIM

DEPARTMENT INFORMATION

Department: County Judge's Office
Department Contact Name: Irma Saenz
Contact Phone Number: 956-318-2600 Ext. 5004

EVENT INFORMATION

Date: 5/1/2013 Start Time: 11:30 a.m. End Time: 1:30 p.m.

Duration: #VALUE! Location: McAllen Chamber of Commerce

Purpose of Event:

x Meeting ____ Training ____ Other: H. C. Drainage Advisory Committee Meeting
(Please explain.)

Attendees: *(Please attach sign-in sheet)*
County Employees 7 + Non-County Employees 9 = Total 16

Meals: *(Meals may not exceed $10.00 per person including taxes and gratuity or $250.00 per event.)*
Breakfast 0 + Lunch ____ + Dinner ____ = Total 0
Refreshments: ____ *(Refreshments may not exceed $3.00 per person or $125.00 per event.)*
Related Expenses: ____ *(Related expenses may not exceed $25.00 per event.)*

	ACTUAL	ALLOWABLE
Meals Expense:	$ 70.00	$ -
Refreshments Expense:	$ 17.25	$ -
Related Expenses:		$ -
Total Event Expenses:	$ 87.25	$ -

(Please attach original receipts.)

FUNDING

Purchase Order Number: 692075 Account Number: 3-1100-413-00-110-006-0-630 & 631

APPROVAL

I, the undersigned, certify to the best of my knowledge, that the expenditures incurred were for official County business, have been expressly authorized by the Purchasing Department, and are in compliance with the Policy on Non-Travel Meals, Refreshments, and Related Expenses.

Yolanda Chapa
Name of Approving County Official/Department Head
(Please Print)

2013 MAY 10 PM 1 50
COUNTY AUDITOR
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Signature of Approving County Official/Department Head

May 10, 2013
Date

County Auditor's Form M-1 (8/08)

AGENDA

Hidalgo County Drainage Advisory Committee
McAllen Chamber of Commerce Board Room

Wednesday, May 1st, 2013
11:30am-1:30pm

Introductions

Old Business

1. Report on the financing of the bonds
2. Update on the work
3. Update on management and progress of bond-funded projects

New Business

1. Develop a process for continued or new role
2. Next steps

Adjourn

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2013 MAY 10 PM 1 50

Hidalgo County Drainage Advisory Committee Meeting
McAllen Chamber of Commerce

Wednesday, May 1, 2013
11:30 a.m. – 1:30 p.m.

Name	Phone	Address	E-mail
Geoffrey Guerra	292-7080	HCPD #1	g.g@hcdd1.org
Hector "Tito" Palacios	787-1891	H.C. Precinct 2	Raul.Silguero@co.Hidalgo.-
Raul Silguero, JR.	787-1891	H.C. Precinct 2	" "
Virginia Townsend	581-6550	" " "	V-Townsend@sbcglobal.net
Yolanda Chapa	451-5296	County Judge	yolanda.chapa@co.hidalgo.Tx.us
Ann Williams Cass	355-6637	P.O. Box 27 San Juan, Tx 78589	AnnWCass@aol.com
Ken DeJarnett	739-9448	AHSTI 500 S. 15th McAllen	KdeJarnett@AHSTI.org
Ernie Williams	225-6675	2400 N. 10th McAllen TX	ernestwilliams.1@juno.com
Yvette Barrera	681-1151	City of McAllen	ybarrera@mcallen.net
Jorge Arcaute	432-0760	City of Alton	jorge.arcaute@alton-tx.gov
AC Cuellar Jr.	227-1403	Pct 1	accuella@co.hidalgo.tx.us
Francisco Guajardo	994-3199	UTPA	Gyajardo@utpa.edu
Joe Phillips			

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Hidalgo County Drainage Advisory Committee Meeting
McAllen Chamber of Commerce

Wednesday, May 1, 2013
11:30 a.m. – 1:30 p.m.

Name	Phone	Address	E-mail
RAUL LOZANO	956-968-8733	1902 JOE Stephens Weslaco, TX	RAUL.LOZANO@co.hidalgo.tx.us
RAMIRO GUTIERREZ	956-782-2557	130 E. Park, Pharr, TX 78577	rgutierrez@rgec.net
Adrian Guerra	956-318-2600	302 W. University	

2013 MAY 10 PM 1:50
COUNTY AUDITOR
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Requisition

Req # 00236130
PO # 692075
Date: 05/02/13

Bill To: x
x

Vendor : 362107
GUERRA, ADRIAN
C/O BUDGET OFFICE

Ship To: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

Contact: Irma Saenz
956-318-2600

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Reimbursment for food and drink purchase for the Hidalgo County Drainage Advisory Committee Meeting held on 05/01/2013 at McAllen Chamber of commerce DO NOT DUPLICATE ORDER		
12.00	DOZ	Item #50743 Coke Aluminum Bottle 8.5 oz	1.19	14.28
2.00	EACH	Subway 6" Fresh Fit Tray	35.00	70.00
3.00	EACH	Item #8741 Ozarka Spring Water .5L	.99	2.97
		Account No	Encumbrance	
		3-1100-413-00-110-006-0-630	84.28	
		3-1100-413-00-110-006-0-631	2.97	
			Freight	.00
			Total	87.25
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

RECEIVED BY COUNTY AUDITOR
2013 MAY 10 PM 1 50

Authorized By: _____

Purchase Order

COUNTY OF HIDALGO

PO#: 692075

DATE: 05/07/13

VENDOR: 362107 REQ:00236130

Email:

Phone:

GUERRA, ADRIAN
C/O BUDGET OFFICE

Vendor Acct:

BUYER:

SHIP TO: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

CONTACT:

SITE: COUNTY JUDGE

Special Instructions:

Contract No:

VENDOR NOTES

1. DO NOT ADD TO, OR ALTER THIS PURCHASE ORDER. THIS ORDER IS NOT RENEWABLE.
2. TAX EXEMPTION: THIS PURCHASE ORDER MAY BE ACCEPTED IN LIEU OF EXEMPTION CERTIFICATE.
3. THIS ORDER IS ALSO PLACED F.O.B. DESTINATION. VENDOR MUST REPAY ALL SHIPPING COSTS.
4. INVOICE EACH PURCHASE ORDER SINGLY. ORIGINAL INVOICES ARE REQUIRED CUSTOMER COPY MAY BE ACCEPTED. OUT NUMBER MUST APPEAR ON ALL INVOICES, BILLS OF LADING, AND PACKAGES.
5. PAYMENT WILL BE MADE ONLY FOR A BONA FIDE AND FULLY COMPLETED ORDERS, UNLESS OTHERWISE ATTACHED.

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		Reimbursment for food and drink purchase for the Hidalgo County Drainage Advisory Committee Meeting held on 05/01/2013 at McAllen Chamber of commerce		
12	DOZ	EX Item #50743 Coke Aluminum Bottle 8.5 oz	1.19	14.28
2	EACH	EX Subway 6" Fresh Fit Tray	35.00	70.00
3	EACH	EX Item #8741 Ozarka Spring Water .5L	.99	2.97
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		Total		87.25
		**********		
		For Hidalgo County use only		
		3-1100-413-00-110-006-0-630	84.28	
		3-1100-413-00-110-006-0-631	2.97	
		Approved		

2013 MAR 10 PM 1 50
COUNTY AUDITOR
RECEIVED BY

Authorized by: Martha L. Salazar

STANDARD PURCHASE ORDER TERMS AND CONDITIONS
PURCHASING DEPARTMENT
COUNTY OF HIDALGO, TEXAS

1 *Terms and acceptance.* This order becomes a contract (1) when a signed acknowledgement of the order is received by Buyer, or (2) when shipment according to schedule of all or any portion of the goods covered by this order shall be made, or (3) when Buyer gives Seller written approval of the price and delivery schedule of the goods as stated by Seller if Seller's written acknowledgement of this order contains either; (a) a different price or delivery schedule or a different type of item, or (b) no price or no delivery schedule for the item or items to which Buyer's approval applies. Except as provided in the preceding sentence, it is a condition of this order that any provisions printed or otherwise contained in any acknowledgement hereof, inconsistent with or in addition to the terms and conditions herein stated, and any alteration in this purchase order, shall have no force or effect, and that Seller by such acknowledgement thereby agrees that any such provisions therein or any such alterations in this order shall not constitute any part of this contract of purchase and sale. Except where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, this contract contains the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder; where this order is made pursuant to a competitive bid awarded under the County Purchasing Act, the specifications, bid, and this contract contain the entire agreement of the parties, and failure of either party to enforce any of its rights hereunder shall not constitute a waiver of such rights or of any other rights hereunder, and the specifications and bid are incorporated herein by reference to the same extent as if fully set forth herein.

2 *Inspection, warranty.* Goods delivered (whether paid for or not) are subject to inspection, testing, and approval by Buyer before acceptance. Seller expressly warrants that all articles, materials, and work will conform to the applicable drawings, specifications, samples, or other descriptions given in all respects, and that the goods delivered hereunder will be of good quality, material, and workmanship, merchantable and free from defects. This warranty shall survive any inspection, delivery, acceptance, or payment by Buyer of the goods or services.

3 *Nonconforming goods.* All goods not fully up to standard and not in compliance with the specifications hereof, or shipped contrary to inspections, or in excess of the quantities herein provided, or substituted for goods described, or not shipped in containers conforming to Buyer's specifications (or in the absence of such specifications, in recognized standard containers), or allegedly violating any statute, ordinance, or administrative order, rule, or regulation, may be rejected by Buyer and returned or held at Seller's expense and risk. Buyer may charge to Seller all expense of inspecting, unpacking, examining, repacking, storing and reshipping any goods rejected as aforesaid. The remedies hereinabove afforded to Buyer shall not be exclusive, but Buyer may hold Seller liable for any damages arising from any breach or default hereinabove set forth.

4 *Product warranty.* Seller shall not limit or exclude any implied or expressed warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings, and descriptions listed in the bid invitation, or request for quotes, and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.

5 *Safety warranty.* Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970 (OSHA). In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, the correction made by the Buyer will be at Seller's expense.

6 *Price warranty.* The price to be paid by Buyer shall be that contained in Seller's bid or quote, and is not subject to increase. No additional amounts shall be chargeable to Buyer because of taxes or excises in accordance with State law regarding sales taxes and excise taxes or any other tax, presently or hereafter levied on Seller. If Seller's quoted prices for the goods covered by this order are reduced (whether in the form of a price reduction, close-out, rebate, allowances, or additional discounts offered to anyone) at time of any shipment, Seller agrees that the price to Buyer for such goods will be reduced accordingly, and that Buyer will be billed at such reduced prices. If price includes taxes or excises, and if such taxes or excises or any part thereof and hereafter refunded to Seller, Seller shall immediately pay Buyer the amount of such refund. Seller warrants that the prices herein are not higher than prices being charged to other organizations and public entities purchasing identical goods in smaller quantities at this particular time and do not discriminate against purchaser. The seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, kickback, bribe, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, kickback, bribe, percentage, brokerage or contingent fee.

7. *Invoices and Payments.* A new Seller must provide a completed Bidder/Vendor Application and completed W-9 with initial invoice or delivery ticket. These forms are required by the Hidalgo County Auditor's Office to set up new vendors prior to the issuance of the initial purchase order.

a. *Invoicing:* Seller shall submit a separate invoice for each purchase order filled. Seller must indicate the purchase order, and the supply agreement number, if applicable. Invoices shall be itemized and transportation charge(s), if any, shall be listed separately on the invoice(s). No federal excise, state or city sales tax should be included. A copy of Hidalgo County's exemption certificate will be provided upon request; original invoice(s), delivery ticket(s), bill(s) of lading, freight bill(s), and other proof of delivery must be sent or provided to the user department(s) for verification and approval. Seller shall keep the Purchasing Department and the user department(s) informed of any changes in address(es) and business status.

b. *Payment:* Payment is contingent upon the statutory auditing and approval of invoices and claims by the Office of the County Auditor, and also approval by the Commissioners' Court at a regular scheduled public meeting. Seller must notify the County Auditor's Office of any changes in address(es) and business status.

8 *Gratuities.* The Buyer may, by written notice to Seller, cancel this contract without liability to Seller, if it is determined by Buyer that gratuities, kickbacks or bribes, in the form of entertainment, gifts, or otherwise, were offered or given by Seller, or any agent or representative of Seller, to any officer or employee of the County of Hidalgo with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.

9. *Special tools and test equipment.* If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become property of Buyer and to the extent feasible shall be identified by Seller as such.

10 *Delivery time of essence.* Buyer's schedules are based upon the agreement that the goods will be delivered to Buyer by the dates specified on the face of the purchase order. Time is therefore of the essence and if goods are not delivered within the time specified hereon, Buyer may reject such goods and cancel order. The acceptance of later or defective deliveries shall not be deemed a waiver by Buyer of its right to cancel this order, or to refuse to accept future deliveries.

11 *Seller to package goods.* Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently marked as follows: (a) Seller's name and address; (b) consignee's name, address and purchase order or purchase release number and the supply agreement number, if applicable; (c) container and number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of container bearing the packing slip. Seller shall bear the cost of packaging unless otherwise provided. Goods shall be suitably packed to carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by a packing list.

12. *Shipment under reservation prohibited.* Seller is not authorized to ship the goods under reservation and no tender of a bill of lading will operate as a tender of goods.

13. *Title and risk of loss.* The title and risk of loss of the goods shall not pass to Buyer until Buyer actually receives and takes possession of the goods at the point or points of delivery.

14. *Delivery terms and transportation charges.* F.O.B. Destination Freight Prepaid unless delivery terms are specified otherwise in bid or quote. Buyer agrees to pay the actual costs, if the quoted delivery terms do not include transportation costs, provided Buyer shall have the right to designate what method of transportation shall be used to ship the goods.

15. *Place of delivery.* The place of delivery shall be that set forth in the block on the purchase order or purchase release entitled "Receiving Agency." Any change thereto shall be effected by modification as provided for in paragraph 22, "Modification", hereof. The terms of this agreement are "no arrival, no sale."

16 *Warranty against infringement.* Seller warrants that the sale or use of goods of Seller's design or Seller's patents covered by this order either alone, or in combination with other materials, will not infringe or contribute to the infringement of any patents or trademarks or copyrights either in the U.S.A. or foreign countries, and Seller shall defend every suit which shall be brought against Buyer or any party selling or using Buyer's products for any alleged infringements of any patents, trademarks or copyrights, by reason of the sale or use of said materials either alone, or in combination with other materials and to pay all expenses and fees of counsel which shall be incurred in and about defending every such suit and all costs, damages, and profits recoverable in every such suit.

17. *Compliance with law.* The performance of any work pursuant to this order is and shall be subject in all respects to and in compliance with all laws, rules, regulations, and ordinances, proclamations, demands, directives, executive orders, or other requirements of the municipal, state, federal governments and all subdivisions thereof which now govern or may hereafter govern the manufacture, sale, or delivery of the parts, supplies, and goods, contemplated by this order, including, but not limited to the provisions of the Fair Labor Standards Act of 1938, the Walsh Healy Act, the Federal Food, Drug, and Cosmetics Act, and any other applicable laws.

18. *Indemnification by Seller.* Seller will indemnify, hold harmless, and defend Buyer from all liability for loss, damage, or injury to person or property in any manner arising out of or incident to the performance of the contract.

19. *Taxes.* Seller accepts liability for payments of all payroll and Social Security taxes and all other federal, state, or local taxes now or hereinafter imposed by any governmental authority.

20. *Conflicting terms.* If terms on this order do not appear on or agree with Seller's invoice as rendered, Seller agrees that Buyer may change invoice to conform to this order and make payment accordingly.

21. *Delegation, assignment.* Seller shall not delegate or assign any duties or claims under this order without Buyer's prior written consent. Any such delegation or assignment attempted without Buyer's previous written consent shall effect, at Buyer's option, a cancellation of all of Buyer's obligation hereunder. All claims for moneys due or to become due from Buyer shall be subject to deduction by Buyer, for any setoff or counterclaim arising out of this or any other of Buyer's orders with Seller, whether such setoff or counterclaim arose before or after any such assignment by Seller.

22. *Modification.* Buyer shall have the right to make, from time to time, and without notice to any sureties or assignees, changes as to packing, testing, destination, specifications, designs, and delivery schedule. Seller shall immediately notify Buyer of any increases or decreases in costs caused by such changes and an equitable adjustment of prices or other terms hereof shall be agreed upon in a written amendment to this order.

23. *Cancellation.* Buyer reserves the right at any time and from time to time without cause, to cancel all or any part of the undelivered portion of this order by notice to Seller. In the event of such cancellation, Buyer shall not be liable to Seller for loss of anticipatory profits. The provisions of this paragraph shall not limit or affect Buyer's right to terminate this purchase order for default of Seller.

24. *Waiver of liens.* Seller hereby waives and relinquishes all liens and claim statutory or otherwise which Seller now has or may hereafter have as a result of labor done and materials furnished by Seller or Buyer in performance of the within order.

25. *Default.* Upon the happening of any one or more of the following events, Buyer shall forthwith have the unrestricted right to cancel and terminate the within contract without cost or liability to the Buyer: (1) Seller's insolvency or inability to meet obligations as they become due; (2) filing of voluntary or involuntary petition of bankruptcy by or against Seller; (3) institution of legal proceedings against Seller by creditors or stockholders; (4) appointment of a receiver for Seller by any court of competent jurisdiction. The acceptance of goods or performance after the occurrence of any of the events above enumerated shall not affect the right of the Buyer to cancel its additional obligations.

26. *Interpretation - Parol Evidence.* This writing is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in this agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code (UCC) is used in this agreement, the definition contained in the UCC is to control.

27. *Applicable law.* This order shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this order.

28. *Advertising.* Seller shall not advertise or publish, without Buyer's prior consent, the fact that Buyer has entered into this order, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state or local government.

29. *Right to assurance.* Whenever one party to this contract in good faith has reason to question the other party's intent to perform, it may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the contract.

30. *Venue.* Both parties agree that venue for any litigation arising from this contract shall lie in Hidalgo County, Texas.

31. *Prohibition against personal interest and contracts.* No elected official, officer or employee of the County of Hidalgo shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an officer or employee. Any willful violation of this paragraph shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to removal from his office or position. Any violation of this paragraph, with the knowledge, express or implied, of the person or corporation contracting with the County shall render the contract voidable by the County Commissioners' Court. Any request for exceptions to this shall be accompanied by a letter from the District Attorney indicating that there will not be a violation of local, state and federal law.

32. *Miscellaneous.*

a. The Seller shall cooperate with any internal audit or any independent audit and provide documentation and/or confirmation of any transaction between the County of Hidalgo and the Seller.

b. If components of a single unit are itemized, the invoice must include a statement sufficient to indicate that the components comprise a single unit.

c. If the Seller receives a request to describe items in an invoice which is inconsistent with the correct description, the Seller should request that a written request be made. It shall be the Seller's responsibility to notify the County Auditor of such requests and provide all related information.

d. The Seller shall not use the County's purchasing account to sell personal items to employees of the County. The Seller shall notify the County Auditor of such requests and provide all related information.

e. Invoices submitted to the County must indicate whether there are multiple pages and the pages must be numbered.

AI-38893 **County Judge's Office 6. D.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Jaime Longoria **Submitted By:** Irma Saenz, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Requesting approval to pay Citibank Invoice as claim for Richard Alvarez Airline ticket to attend the Census Bureau Meeting held in Washington, DC on 04/09/13 with authority for County Treasurer to issue payment after review and auditing procedures are completed by County Auditor

BACKGROUND

Please see Requisition #234394 , no PO was issued since Requisition was submitted after good/services were received.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-413-00-110-006-0-583

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

BUDGETARY IMPACT:

Available funds as of 5/24/13 (Req #234394).

Attachments

Citibank

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/22/2013 04:55 PM
Olga Garza	Olga Garza	05/24/2013 02:34 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Irma Saenz Started On: 05/21/2013 04:23 PM

Final Approval Date: 05/24/2013

4556709800100658200000000000000031

Account Number	Payment Date	New Balance	Total Amount Due	Enter Amount Paid
XXXX-XXXX-XXXX-6582	05/28/2013	$0.00	$0.00	

21251230 - 021098 - 0001 - 0001

COUNTY JUDGE
C1080 HIDALGO COUNTY
2812 S BUSINESS HWY 281
EDINBURG TX 78539-6243

**N0001051

CITIBANK
P.O. BOX 183173
COLUMBUS, OH
43218-3173

For a credit balance refund, or a telephone or address change, please place an X in the parentheses ( )
and make the desired changes on the reverse side. Thank you.

Payment coupon: Please tear along perforation and return this portion with your payment. Make check or money order payable in U.S. dollars on a U.S. bank to Citibank. Include account number on check or money order. No cash please. Do not staple or tape your check to this coupon.

CITIBANK CORPORATE CARD

Statement Date 05/03/13

Payment Date 05/28/13

Previous Balance	Payments and Credits	New Charges	New Balance	Credit Line
$0.00	$0.00	$0.00	$0.00	$2,500

For customer service call or write 1-800-248-4553 P.O. Box 6125 Sioux Falls, SD 57117

Send payments to: Citibank P.O. Box 183173 Columbus, OH 43218-3173

Account Number	Cash Advance Limit*	Available Credit Line	Available Cash Line**
XXXX-XXXX-XXXX-6582	$00	$2,500	$00

Sale Date	Post Date	Reference Number	Type of Activity	Amount
			NOTICE MEMO ITEMS LISTED BELOW	
04/05	04/08	55432863096000805057609	UNITED 01629215715676 800-932-2732 TX ALVAREZ /RESERVATI DEPARTURE: 04/09/13 MFE UA E IAH	25.00
04/05	04/08	55432863096000804885992	UNITED 01623618486210 800-932-2732 TX ALVAREZ/RICHARDMR DEPARTURE: 04/09/13 MFE UA H IAH UA B IAD UA E IAH	1,791.60
			TOTAL AMOUNT OF MEMO ITEM(S):	1,816.60

Citi is committed to the reduction of paper. Within the Commercial Cards business, you can switch to online statements now by registering your card on CitiManager at **https://home.cards.citidirect.com/CommercialCard/Cards.html** Thanks to those who already access statements online, together we are saving 2,170 trees each year through this initiative alone.

The foreign currency conversion rate used to convert your foreign transactions to U.S. dollars includes a service fee of 1% assessed to Citibank by the applicable bankcard association.

Goods/services Received by:
[signature] on 4/9-4/11/13

Invoice Received by:
[signature] on 5-3-13

Purchase Order #:

Amt#3 1100-413-00.11 [illegible]-0583

NO PO'S

ACCOUNT SUMMARY CURRENT PERIOD	Previous Balance	Payments	Credits	Purchases and Advances	Interest Charges	New Balance
Purchases	$0.00					$0.00
Advances	$0.00					$0.00
TOTALS	$0.00					$0.00

DAYS IN BILLING PERIOD: 30

	Purchases	Cash Advances
Balance Subject To Interest Charges >	.00	.00
Periodic Rate >	.0000%	.0000
ANNUAL PERCENTAGE RATE >	.000%	.0000

Payment Due:	$0.00
Amount Over Credit Limit:	$0.00
Amount Past Due:	$0.00
MINIMUM AMOUNT DUE:	$0.00

*Cash Advance Limit is a portion of your Total Credit Line
** Available Cash Line is a portion of your Available Credit Line

Information About Your Citibank Corporate Card Account

- ***Report a Lost or Stolen Card Immediately:*** Our telephone lines are open every day, 24 hours a day. Call the Customer Service telephone number specified on the front of the statement or Directory Assistance for the number to report a lost or stolen Citibank Corporate Card.
- ***Credit Reports:*** The Bank may report Account information to credit bureaus. Late payments, missed payments, or other defaults on the Account may be reflected in your credit report.
- ***Cardmember Credit Line:*** Each Cardmember has an individual Credit Line (a portion of which may be used for Cash Advances), which is the maximum amount that the Cardmember can charge at any time. The size of each Cardmember's Credit Line (and Cash Limit, if any), is determined by the Company and is a portion of the total Company Credit Line.
- ***To Increase or Reallocate a Company or Cardmember Credit Line:*** The Company may request changes to credit lines by contacting Citibank Corporate Card Customer Services. Our telephone lines are open every day, 24 hours a day at the telephone number specified on the front of the statement.
- ***Additional Cardmembers:*** The Company may request applications for additional Cardmembers by contacting Citibank Corporate Card Service. Our telephone lines are open every day, 24 hours a day at the telephone number specified on the front of the statement. Limit one Citibank Corporate Card per Cardmember.
- ***Payments:*** Please allow sufficient mailing time if sending payments via mail. Please write your account number on the front of the check. For centrally billed accounts, please be sure to send on Company check as payment for all Cardmember balances. There may be a delay of up to 5 days in posting payments made at a location other than the address listed on the return envelope (Citi, P.O. Box 183173, Columbus, OH 43218-3173). If we receive your mailed payment in proper form at our processing facility by 10 a.m. Eastern Time, it will be credited as of that day. Payments can also be made by electronic fund transfer, wire transfer, ACH transfer, direct debit, and other methods. Call the number on the front of this statement for details.
- ***Company Ratification:*** By its payment of any amounts charged to the Account, the Company: (i) ratifies the original Application for the Account and the authority of all persons at the time of their signing such Application, and (ii) authorizes the continued use of the Account under the terms of The Corporate Card Agreement by all Cardmembers to whom Cards are issued.
- ***Special Information on Cash Advances:*** Cardmembers may get a Cash Advance at over 160,000 locations worldwide.
  - The Cardmember's Cash Advance Limit is a part of the Cardmember's Total Credit Line. It is not an additional line of credit.
  - For Cash Advances from ATMs, a separate Personal Identification Number (PIN) is required for security purposes.
- ***Delinquency Fee:*** My Account will be delinquent unless the Bank receives the amount shown on the billing statement as the balance due, less any disputed charges, by the payment due date. The Bank will show any unpaid portion of the balance due as a past due balance on subsequent billing statements. If any portion of the past due balance appears on two consecutive billing statements (approximately 55-60 days after the billing cycle date), I agree to pay a delinquency fee monthly based on a percentage of the entire past due balance until my payment is received by the Bank. A late fee may also be imposed monthly until payment for the past due balance is received by the Bank.

Account Inquiries

- ***In Case of Errors or Questions About Your Bill:*** If you think the Billing Statement is wrong, or if you need more information about a transaction, write to us on a separate sheet at the address specified on the front of this statement as soon as possible. Please notify us no later than 60 days after the date of the bill on which the error or problem first appeared.

In the letter please give us the following information:

- Your name and account number. For centrally billed Company Accounts, the Company name and Individual account number.
- The dollar amount of the suspected error.
- Describe the error and explain the reason for the error; if more information is needed about an item, please describe it to us.
- Merchant Disputes. If the Company or Cardmember was unsuccessful in attempting to resolve a problem with a merchant concerning the quality of goods or services purchased with the Citibank Corporate Card, we may be able to help if we are notified in writing within 60 days of the date of the charge. You will be responsible if we are not able to resolve the dispute or if the Bank finds you responsible for the disputed charge.
- In the letter to us, please explain in detail the dispute and the results of the attempt to resolve it with the merchant. The letter must include the amount involved, **and must be signed by the individual Cardmember. We will notify you of the results of our efforts.**
- If you returned merchandise and received a credit slip which has not yet been posted, please allow 30 days from the date it was issued. If it has not been posted to the Account by then, forward a copy of the credit slip to us at the billing dispute address specified on the front of the statement. Along with the copy of the credit slip please include a letter (signed by the individual Cardmember) stating that credit was not received. If a credit slip was not issued, please request one from the merchant. If the merchant refuses, please write to us and explain the details.
- On non-disputed matters or any matter shown by the Bank not to be in error, the Bank may charge the Company or Cardmember the fee specified in the Corporate Card Agreement for each copy of any document the Company or Cardmember requests, such as duplicate periodic statements, transaction slips, and the like.
- Please save your charge receipts.

BUibs 1/01

Account Requests

Payments must be remitted to Citi, P.O. Box 183173, Columbus, OH 43218-3173. If we receive your mailed payment in proper form at our processing facility by 10 a.m. Eastern Time, it will be credited as of that day.

CHANGE OF ADDRESS OR TELEPHONE NUMBER

Street Address

City, State ZIP

Home Phone Business Phone

CREDIT BALANCE REFUND REQUEST

☐ Refund full amount (no additional charges are outstanding).

☐ Refund partial amount of $_____ (additional charges are still outstanding).

Signature Date

Zimbra **irma.saenz@co.hidalgo.tx.us**

Re: Req # 234394

From : Matilde Faz <matilde.faz@co.hidalgo.tx.us> Tue, May 21, 2013 08:55 AM

Subject : Re: Req # 234394

To : Irma Saenz <irma.saenz@co.hidalgo.tx.us>

Cc : emelia suarez <emelia.suarez@auditor.co.hidalgo.tx.us>, sandra deleon <sandra.deleon@co.hidalgo.tx.us>

Good morning, Irma
I noticed the requisition was initiated on 4/4/13 like you said, but needs to be approved by the department before the goods/services, we the Purchasing Department can't view any entered requisition unless approved by the department's level and in order for the Purchasing Dept. to generate a purchase order and then receive the goods/services "Purchase Order MUST be generated before receiving the services.

Thanks!
If you have any questions or concerns, please feel free to contact me.

Matilde (Maty) 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.

From: "Irma Saenz" <irma.saenz@co.hidalgo.tx.us>
To: "matilde faz" <matilde.faz@co.hidalgo.tx.us>
Cc: "Emelia Suarez" <emelia.suarez@auditor.co.hidalgo.tx.us>, "Sandra de Leon" <sandra.deleon@co.hidalgo.tx.us>, "Irma Saenz" <irma.saenz@co.hidalgo.tx.us>
Sent: Thursday, May 16, 2013 11:27:57 AM
Subject: Re: Req # 234394

Mati,

please provide with information regarding Requisition # 234394 as soon as possible. Thank

You.

Irma Saenz, Administrative Assistant III
The County of Hidalgo, Texas
Office of Hidalgo County Judge Ramon Garcia
302 West University Drive
Edinburg, Texas 78539
p (956)318-2600 ext. 5004
f (956)318-2699
e irma.saenz@co.hidalgo.tx.us
w www.co.hidalgo.tx.us

From: "Irma Saenz" <irma.saenz@co.hidalgo.tx.us>
To: "matilde faz" <matilde.faz@co.hidalgo.tx.us>
Cc: "Emelia Suarez" <emelia.suarez@auditor.co.hidalgo.tx.us>, "Irma Saenz" <irma.saenz@co.hidalgo.tx.us>
Sent: Wednesday, May 15, 2013 2:44:41 PM
Subject: Req # 234394

Good Afternoon Mati,

please advise as to why requisition # 234394 was disapproved for process of purchase order? If, requisition was started before the fact. Req was initiated on 4/4/13.

Irma Saenz, Administrative Assistant III
The County of Hidalgo, Texas
Office of Hidalgo County Judge Ramon Garcia
302 West University Drive
Edinburg, Texas 78539
p (956)318-2600 ext. 5004
f (956)318-2699
e irma.saenz@co.hidalgo.tx.us
w www.co.hidalgo.tx.us

Requisition

Req # 00234394

PO #

Date: 04/04/13

Bill To: x
x

Vendor : 343277
CITIBANK
P.O. BOX 183173
COLUMBUS OH 43218-3173

Ship To: COUNTY JUDGE
100 E. CANO STREET
2ND FLOOR
EDINBURG TX 78539

Contact: **Irma Saenz**
956-318-2600

Contract No:

Special Instructions:

QUANTITY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		Richard Alvarez attending the Census Bureau Meeting on 04/09-04/11/13 DO NOT DUPLICATE ORDER		
1.00	DAY	Hotel Stay for Richard Alvarez while Attending the Census Buearu Meeting in Washington, DC on April 9, 2013	277.00	277.00
1.00	DAY	Hotel Stay for Richard Alvarez while Attending the Census Bureau Meeting in Washington, DC on April 10, 2013	191.00	191.00
1.00	EACH	Taxes & Service Fees for Hotel Stay	69.39	69.39
1.00		Roundtrip Airfare for Richard Alvarez to attend the Census Bureau Meeting in Washington, DC on April 9-11, 2013	1,816.60	1,816.60
		Account No	Encumbrance	
		3-1100-413-00-110-006-0-583	2,353.99	
			Freight	.00
			Total	2,353.99
		REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		

Authorized By: _____

AI-38697 **Comm. Court Executive Office 7. C.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Angie Chapa **Submitted By:** Angela Garcia, COMM. PCT. #2

Department: LAW LIBRARY

Information

CAPTION

Law Library:
In accordance with Texas Local Government Code Section 130.902, the Law Library is requesting approval to increase the current change fund by $150.00 (from $150.00 to $300.00).

BACKGROUND

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/09/2013 02:01 PM
Olga Garza	Olga Garza	05/22/2013 11:55 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Angela Garcia Started On: 05/09/2013 11:39 AM

Final Approval Date: 05/24/2013

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

May 7, 2013

Ms. Angie Z. Chapa, Law Librarian
Hidalgo County Law Library
100 N. Closner Blvd.
Edinburg, Texas 78539

Ref: Change Fund
Local Government Code Section 130.902

Dear Ms. Chapa:

We have reviewed your request and have approved the increase from $150.00 to $300.00 to the Law Library change fund, as you requested. As stated on your letter dated May 1, 2013, the change fund will be distributed as follows: $100.00 for the Law Librarian and $100.00 for each of the two Library Aides.

According to Local Government Code Section 130 902, "The Commissioner's Court of a county may set aside from the general fund of the county an amount approved by the County Auditor for use as a change fund by any county or district official who collects public funds. The fund may be used only to make change in connection with collections that are due and payable to the county, the state, or another political subdivision of the state that are made by the official. On the recommendation of the county auditor, the Commissioner's Court may increase or decrease the change fund at any time."

Please submit this letter to Commissioner's Court requesting the change fund to be increased from $150.00 to $300.00. Once Commissioner's Court approves the request, a check will be issued and be made payable to "Angie Chapa, Hidalgo County Law Librarian" as requested in your correspondence dated May 1, 2013.

You will be responsible for this change fund. The change fund should be accounted for on a daily basis and safeguarded under lock and key. Please be reminded that this change fund is not to serve as petty cash or comingled with personal funds.

If you have any questions, do not hesitate to call Yvonne Torres, Revenue Audit Supervisor, at 318-2511 ext. 4642, or Arcy B. Duran, CPA, Director of Audit, at ext. 4645.

Respectfully,

Ray Eufracio, CPA
County Auditor

Cc: Valde Guerra, Commissioners Court Executive Officer

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

AI-38879 **Comm. Court Executive Office 7. D.**

CC REGULAR

Meeting Date: 05/28/2013

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

Department: SAFETY DIVISION

Information

CAPTION

Approval to accept settlement check from State Farm Insurance Company in the amount of $454.00 to settle auto accident with County vehicle. (Constable Pct 2)

BACKGROUND

DOL: 03/01/13

Acct #: 3-1100-360-00-000-005-0-000

Attachments

State Farm Insurance Company Settlement Check

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/22/2013 11:18 AM
Obdett Calzada	Obdett Calzada	05/22/2013 04:33 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Aida Alvarez Started On: 05/21/2013 12:09 PM

Final Approval Date: 05/24/2013

PAYMENT NO 1 25 732705 J
PAYMENT AMOUNT $454.00
ISSUE DATE 05-13-2013
AUTHORIZED BY SMITH, SIOBHAN
PHONE (888) 257-6077

CLAIM NO 53-261W-827
LOSS DATE 03-01-2013
POLICY NO 1563-582-53A
INSURED GARZA, MARIA

HIDALGO COUNTY
PO BOX 1356
EDINBURG TX 78540-1356

REMARKS Payment for your vehicle damages

COVERAGE DESCRIPTION	ON BEHALF OF	AMOUNT
PROPERTY DAMAGE LIABILITY	HIDALGO COUNTY	454.00

RETAIN STUB FOR RECORDS

StateFarm STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY

TEXAS

CUSTOMER SERVICE P08PCL322

JPMORGAN CHASE BANK, NA 56-1544/441
2ND FLOOR
TAMPA, FL 33610-0000

1 25 732705 J

CLAIM NO 53-261W-827
LOSS DATE 03-01-2013

INSURED GARZA, MARIA

DATE 05-13-2013 MM DD YYYY

**********EXACTLY FOUR HUNDRED FIFTY-FOUR AND 00/100 DOLLARS

$*******454.00

Pay to the Order of: HIDALGO COUNTY

AUTHORIZED SIGNATURE

AUTHORIZED SIGNATURE

GREEN DROPOUT APPEARS ON FACE OF DOCUMENT

VOID IF GREEN COLORED BACKGROUND IS MISSING

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING

⑈ 25 1 7 7 3 2 7 0 5 ⑈ ⑆ 0 4 4 1 1 5 4 4 3 ⑆ 6 2 7 1 1 9 2 0 9 ⑈

HIDALGO COUNTY
DRM SAFETY DIVISION
2013 MAY 8 AM 10 04

Date: 4/18/2013 12:
Estimate ID: 96
Estimate Version: 0
Preliminary
Profile ID: * Mitchell

Mark of Xcellence Collision Services

612 W. Ferguson, Pharr, TX 78577
(956) 460-2739
Email: markofxcellnce.ccruz@ymail.com

Damage Assessed By: MITCHELL MITCHELL

Deductible: UNKNOWN

Owner: ARMANDO CAMPOS
Telephone:
Cell Phone: (956) 784-3510

Mitchell Service: 910158

Description: 2005 Ford Pickup F150 XLT
Body Style: 4D PkupCrw 6' Bed 139" WB
Drive Train: 5.4L Inj 8 Cyl 2WD
VIN: 1FTPW12505KC32198
OEM/ALT: O
Search Code: None
Options: PASSENGER AIRBAG, DRIVER AIRBAG, POWER LOCK, POWER WINDOW, POWER STEERING
MANUAL AIR CONDITION, CRUISE CONTROL, TILT STEERING COLUMN, ANTI-LOCK BRAKE SYS.
CHROME WHEELS, FRONT AIR DAM, TINTED GLASS, ANTI-THEFT SYSTEM
AUTOMATIC HEADLIGHTS, AM/FM STEREO CD, FRONT SPLIT BENCH SEAT
KEYLESS ENTRY SYSTEM, POWER DISC BRAKES, POWER FOLDING EXTERIOR MIRRORS
STEERING WHEEL MOUNTED CONTROLS

Line Item	Entry Number	Labor Type	Operation	Line Item Description	Part Type/ Part Number	Dollar Amount		Labor Units
1	002550	REF	REFINISH	Frt Upr Bumper Cover			C	2.2
2	002555	BDY	REMOVE/INSTALL	Frt Upr Bumper Cover				1.4 #
3	002561	REF	REFINISH	R Fender Outside			C	2.2
4	007782	BDY	REMOVE/INSTALL	R Antenna Base				1.0 #
5	AUTO	REF	ADD'L OPR	Clear Coat				1.3
6	933018	REF	ADD'L OPR	Mask For Overspray				0.4*
7	AUTO		ADD'L COST	Paint/Materials		91.20	*	
8	AUTO		ADD'L COST	Hazardous Waste Disposal		22.80	*	

* - Judgment Item
# - Labor Note Applies
C - Included in Clear Coat Calc

ESTIMATE RECALL NUMBER: 04/18/2013 11:25:31 96
Mitchell Data Version: OEM: DEC_12_V

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All Rights Reserved

Software Version: 7.0.483

PDF-XChange
Click to buy NOW!
www.tracker-software

Date: 4/18/2013 12:
Estimate ID: 96
Estimate Version: 0
Preliminary
Profile ID: * Mitchell

PDF-XChange
Click to buy NOW!
www.tracker-software

Estimate Totals

I. Labor Subtotals	Units	Rate	Add'l Labor Amount	Sublet Amount	Totals	
Body	2.4	40.00	0.00	0.00	96.00	T
Refinish	6.1	40.00	0.00	0.00	244.00	T
Taxable Labor					340.00	
Labor Summary	8.5				340.00	

II. Part Replacement Summary	Amount
Total Replacement Parts Amount	0.00

III. Additional Costs	Amount
Taxable Costs	114.00
Total Additional Costs	114.00

Paint Material Method: Percent Multiplier
Percent Multiply = 40.00

IV. Adjustments	Amount
Customer Responsibility	0.00

I.	Total Labor:	340.00
II.	Total Replacement Parts:	0.00
III.	Total Additional Costs:	114.00
	Gross Total:	454.00
IV.	Total Adjustments:	0.00
	Net Total:	454.00

This is a preliminary estimate.
Additional changes to the estimate may be required for the actual repair.

ESTIMATE RECALL NUMBER: 04/18/2013 11:25:31 96
Mitchell Data Version: OEM: DEC_12_V
Software Version: 7.0.483

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AI-38958 **Comm. Court Executive Office 7. E.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Clarification and action on travel requests reviewed/processed through Executive Office

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Monica Badillo Started On: 05/24/2013 02:39 PM

Final Approval Date: 05/24/2013

AI-38888 **Safety Division 7. F.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: County Wide Insurance **Submitted By:** Dale Kennan, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

County Wide Insurance (1100):
1. Approval to accept the quote for the renewal of accident insurance coverage for volunteers from Montalvo Insurance Agency (for the Coverage period: 6/5/13 to 6/5/14) and authorization for Executive Officer to sign documents as needed. If approved, Montalvo Insurance Agency will invoice the county at a later date the amount as quoted.
2. Approval of payment of invoice (when received) from Montalvo Insurance Agency in the amount of $394.00 for accident insurance coverage for volunteers with authority for County Treasurer to issue check after review and processing procedures are completed by the County Auditor.

BACKGROUND

Fiscal Impact

FISCAL YEAR: **ACCT. #:** 3-1100-419-00-125-009-0-524

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

BUDGETARY IMPACT:

If accepted, a transfer of funds (in the amount of $394.00) will be needed to fund this new Volunteer Insurance for the coverage period of 6/5/13 to 6/5/14. The current available balance is $0.00 as of 5/21/13.

Funding pending approval of AI# 38900.

Attachments

Quote for Volunteer Insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/22/2013 11:19 AM
Manuel Chapa	Manuel Chapa	05/23/2013 02:16 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Dale Kennan Started On: 05/21/2013 03:03 PM

Final Approval Date: 05/24/2013

HIDALGO COUNTY
DBM SAFETY DIVISION
2013 MAY 21 PM 2 46

Quote
05/21/2013

Montalvo Insurance Agency
PO Box 2
Weslaco, Texas 78599
956-968-5521

To: **Hidalgo County**
PO Box 1356
Edinburg, TX 78540

Type of Coverage: Accident, Death and Dismemberment	
Company: AIG – National Union Fire Insurance Company of Pittsburgh	
Term: 06/05/2013 – 06/05/2014	
Premium:	**$394.00**
3-1100-419-00-125-009-0-524	
Premium Due:	**$394.00**

We are pleased to offer renewal coverage per the information listed on the enclosed application. In order to secure coverage without interruption, please have the application signed where indicated. A fax or email of the signed document will suffice.

Payment Due Upon Receipt

Thank you for your business!

AI-38746 **Human Resources 8. A.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

Information

CAPTION

Constable Pct # 1 (1100):
1. Approval to create the following full-time positions:

Slot #	Position Title	Budgeted Salary
0017	Deputy Constable	$37,574.00
0018	Deputy Constable	$37,574.00
0019	Deputy Constable	$37,574.00

2. Approval of revised salary schedule.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** UNDETERMINED

FUNDS AVAILABLE Y/N?: NO **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:

FUNDING SOURCE: UNDETERMINED

Attachments

fiscal note
SALARY SCHEDULE
PAR's
job desc

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/14/2013 02:57 PM
Rosalinda Cantu	Rosie Cantu	05/22/2013 12:53 PM
Obdett Calzada	Angela Garcia	05/22/2013 04:11 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Nereida Garza Started On: 05/13/2013 02:42 PM

Final Approval Date: 05/24/2013

Hidalgo County
Department of Budget & Management
FISCAL NOTE

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

To: Commissioner' Court
From: Sergio Cruz, Budget Officer
CC Date: Tuesday, May 28, 2013 **Agenda Item:** 38746

Summary of request/proposal:
CONSTABLE PCT 1 (1100):
Approval to create three (3) full time Deputy Constable positions:

Fund	Position	Slot#	Obj	Current Budgeted Salary/ Allow.	Proposed Budgeted Salary/ Allow.	Total Requested
1100	Deputy Constable	0017	113	0.00	37,574.00	37,574.00
1100	Deputy Constable	0018	113	0.00	37,574.00	37,574.00
1100	Deputy Constable	0019	113	0.00	37,574.00	37,574.00
		TOTAL		**0.00**	**112,722.00**	**112,722.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1100-421-00-291-001-0-	113	CONSTABLE PCT 1-	REGULAR F/T EMPLOYEES	$67,374.07
3-1100-421-00-291-001-0-	211	CONSTABLE PCT 1-	HEALTH INSURANCE	$7,466.48
3-1100-421-00-291-001-0-	212	CONSTABLE PCT 1-	LIFE INSURANCE	$48.41
3-1100-421-00-291-001-0-	220	CONSTABLE PCT 1-	FICA	$5,154.12
3-1100-421-00-291-001-0-	230	CONSTABLE PCT 1-	RETIREMENT	$7,074.28
3-1100-421-00-291-001-0-	250	CONSTABLE PCT 1-	UNEMPLOYMENT COMP	$336.87
3-1100-421-00-291-001-0-	260	CONSTABLE PCT 1-	WORKER'S COMP	$532.26
			2013 Budgetary Impact	$87,986.49

2014 Budgetary Impact: $147,208.15

Possible Funding Sources: UNDETERMINED

Comments: ***POSITIONS FUNDED @ STEP I LEVEL**

Hidalgo Co. Budget Office
2/3/2005

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1100-421-00-291-001-0

CONSTABLE PCT .1

AI- 38746

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED BASE SALARY	2013 ADJUSTED AMOUNT	2013 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2013 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	111	CONSTABLE	$68,190.00	$11,810.00	$80,000.00	0	$0.00	$0.00	$80,000.00	$80,000.00	$0.00	$0.00	$1,200.00	$14,000.00	$0.00	$95,200.00
0002	113	CHIEF DEPUTY CONSTABLE I STEP I	$49,969.00	$1,749.00	$51,718.00	0.03	$1,552.00	$0.00	$53,270.00	$49,727.00	$0.00	$0.00	$3,000.00	$0.00	$0.00	$52,727.00
0003	113	SERGEANT STEP III	$47,589.00	$1,666.00	$49,255.00	0.03	$1,478.00	$0.00	$50,733.00	$50,733.00	$660.00	$0.00	$3,000.00	$0.00	$0.00	$54,393.00
0004	113	DEPUTY CONSTABLE	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0005	113	DEPUTY CONSTABLE STEP I	$38,000.00	$0.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0006	113	SR. DEPUTY CONSTABLE STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.32	$0.00	$47,734.00	$47,734.00	$660.00	$0.00	$2,400.00	$0.00	$0.00	$50,794.00
0007	113	DEPUTY CONSTABLE	$38,000.00	$1,330.00	$39,330.00	0.03	$1,180.00	$0.00	$40,510.00	$37,574.00	$0.00	$0.00	$0.00	$0.00	$0.00	$37,574.00
0008	113	ADMINISTRATIVE ASSISTANT II	$30,141.00	$0.00	$30,141.00	0.03	$904.23	$0.00	$31,045.00	$31,045.00	$900.00	$0.00	$0.00	$0.00	$0.00	$31,945.00
0009	113	SR. DEPUTY CONSTABLE STEP IV	$44,777.00	$1,567.00	$46,344.00	0.03	$1,390.00	$0.00	$47,734.00	$47,734.00	$720.00	$0.00	$2,400.00	$0.00	$0.00	$50,854.00
0010	113	DEPUTY CONSTABLE STEP I	$41,800.00	$1,463.00	$43,263.00	0.03	$1,298.00	$0.00	$44,561.00	$39,140.00	$0.00	$0.00	$0.00	$0.00	$0.00	$39,140.00
0011	113	DEPUTY CONSTABLE STEP I	$36,480.00	$1,520.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0012	113	DEPUTY CONSTABLE STEP II	$38,000.00	$1,330.00	$39,330.00	0.03	$1,179.90	$0.00	$40,510.00	$40,510.00	$0.00	$0.00	$2,400.00	$0.00	$0.00	$42,910.00
0013	113	DEPUTY CONSTABLE STEP I	$0.00	$38,000.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$1,200.00	$0.00	$0.00	$40,340.00
0014	113	DEPUTY CONSTABLE STEP I	$0.00	$38,000.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$600.00	$0.00	$0.00	$39,740.00
0015	113	DEPUTY CONSTABLE STEP I	$0.00	$38,000.00	$38,000.00	0.03	$1,140.00	$0.00	$39,140.00	$39,140.00	$0.00	$0.00	$3,600.00	$0.00	$0.00	$42,740.00
0016	113	ADMINISTRATIVE ASSISTANT I	$0.00	$23,385.00	$23,385.00	0.03	$702.00	$0.00	$24,087.00	$24,087.00	$0.00	$0.00	$0.00	$0.00	$0.00	$24,087.00
CREATE THE FOLLOWING THREE (3) FULL TIME POSITIONS																
0017	**113**	**DEPUTY CONSTABLE**	**$0.00**	**$37,574.00**	**$37,574.00**	**0**	**$0.00**	**$0.00**	**$37,574.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0018	**113**	**DEPUTY CONSTABLE**	**$0.00**	**$37,574.00**	**$37,574.00**	**0**	**$0.00**	**$0.00**	**$37,574.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
0019	**113**	**DEPUTY CONSTABLE**	**$0.00**	**$37,574.00**	**$37,574.00**	**0**	**$0.00**	**$0.00**	**$37,574.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**	**$0.00**
		TOTAL	**$522,500.00**	**$275,676.00**	**$798,176.00**		**$18,164.45**	**$0.00**	**$816,340.00**	**$681,558.00**	**$2,940.00**	**$0.00**	**$21,000.00**	**$14,000.00**	**$0.00**	**$719,498.00**

APPROVAL TO CREATE THE ABOVE HIGHLIGHTED POSITIONS.
PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **Constable Pct. 1** 291-001 DATE: **5/10/2013**

CURRENT POSITION TITLE: _____ CURRENT SLOT #: 0017

REQUESTED POSITION TITLE: **Deputy Constable**

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ **37,574.00**	$ **37,574.00**
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [x] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [x] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [x]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [x]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Upon evaluation of the Department its is determined that this position is needed to assist with the Department's high demand of workload.

NEW POSITION: Brief job description and attach a copy of the new job description.

Protect county residents and property, enforces laws and serves legal documents, as appropriate. Depending on the assigned precinct duties include primarily law enforcement and patrol or edcecution of civil and criminal processes.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	5/10/2013 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☒ NO	
2.	HUMAN RESOURCES DIRECTOR	5/13/13 Date	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO	
3.	DEPARTMENT OF BUDGET & MANAGEMENT	05/20/2013 Date	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO	
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY

Personnel Adjustment Request Form

RECEIVED
MAY 13 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **Constable Pct. 1** 291-001 DATE: **5/10/2013**

CURRENT POSITION TITLE: _____ CURRENT SLOT #: 0018

REQUESTED POSITION TITLE: **Deputy Constable**

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ **37,574.00**	$ **37,574.00**
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [x] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [x] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:		FLSA:	
Exempt	[ ]	Exempt	[ ]
Non-Exempt	[x]	Non-Exempt	[x]
N/A	[ ]		

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Upon evaluation of the Department its is determined that this position is needed to assist with the Department's high demand of workload.

NEW POSITION: Brief job description and attach a copy of the new job description.

1.

Protect county residents and property, enforces laws and serves legal documents, as appropriate. Depending on the assigned precinct duties include primarily law enforcement and patrol or edcecution of civil and criminal processes.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	5/10/2013 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ NO
2.	Esther A. Carty hy HUMAN RESOURCES DIRECTOR	5/13/13 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	05/20/2013 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
MAY 13 2013
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: **Constable Pct. 1** 291-001 DATE: **5/10/2013**

CURRENT POSITION TITLE: _____ CURRENT SLOT #: 0019

REQUESTED POSITION TITLE: **Deputy Constable**

REQUEST FOR:

[X] New Position [ ] Temporary Position [ ] Position Reclassification* [ ] Other _____

* Civil Service Positions are submitted to the Civil Service Commission.

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ **37,574.00**	$ **37,574.00**
Current G&S/ Budgeted Salary	Proposed G&S/ Budgeted Salary	Net Change

Position to be funded from one of the following:

[ ] Current Department Budget [ ] Annual Budget Cycle [x] Will Require Additional Funds

[ ] Other _____

POSITION Type:

Full Time Employee Object 113 [x] Part Time Employee Object 114 [ ] _____ Enter hourly rate for temp. positions

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ _____ Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

Start Date	End Date	Working Days & Hours	Hours Per Week	Duration (2 weeks, 3 months, etc.)

CIVIL SERVICE:
Exempt [ ]
Non-Exempt [x]
N/A [ ]

FLSA:
Exempt [ ]
Non-Exempt [x]

JUSTIFICATION/PRIORITY: (Explain why this position or adjustment request is essential)

Upon evaluation of the Department its is determined that this position is needed to assist with the Department's high demand of workload.

NEW POSITION: Brief job description and attach a copy of the new job description.

Protect county residents and property, enforces laws and serves legal documents, as appropriate. Depending on the assigned precinct duties include primarily law enforcement and patrol or edcecution of civil and criminal processes.

POSITION RECLASSIFICATION: Explain change and/or increase in duties and responsibility. (Attach new job description)

COMMENTS: (Any comments you wish to make regarding this request)

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	5/10/2013 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ NO
2.	Esthela A. Caty Ing HUMAN RESOURCES DIRECTOR	5-13-13 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	05/20/2013 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSIONERS' COURT APPROVAL	Date				

HIDALGO COUNTY
CONSTABLE'S OFFICE

Deputy Constable

SUMMARY:
Protects county residents and property, enforces laws and serves legal documents, as appropriate. Depending on the assigned precinct, duties include primarily law enforcement and patrol or execution of civil and criminal processes.

ESSENTIAL DUTIES AND RESPONSIBILITIES:

- Serve warrants and make arrests;
- Patrols an assigned area, generally by vehicle to prevent crimes and enforces laws and regulations;
- Issues traffic citations, directs traffic and assists other law enforcement agencies in working accidents;
- Investigates traffic accidents and crimes against persons and property, and assists federal, state and local law enforcement officials;
- Keeps record of activities and prepare reports concerning crimes, complaints, accidents and investigations;
- Questions witnesses and suspects and take statements;
- Gathers and labels evidence, takes photographs and fingerprints, guard and transports prisoners, and testifies in court;
- Transports and books prisoners;
- Serve as substitute dispatcher or bailiff as required;
- Train new deputies and reserves in performance of various job duties;
- Respond to emergency calls and routine complaints and takes action as necessary;
- May assist emergency vehicles on escorts and on traffic control;
- Regular attendance is a must;
- Ability to work well with others;
- Performs other duties as may be assigned;

QUALIFICATION REQUIREMENTS:
To perform this job successfully, an individual must be able to perform each essential duty satisfactorily. The requirements listed are representative of the knowledge, skill and/or ability required. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential duties and responsibilities.

EDUCATION and/or EXPERIENCE:

- High school diploma or GED.
- One (1) year of law enforcement experience.
- Experience as a dispatcher or peace officer is preferred.
- Must have good computer skills.
- Bilingual is preferred.

CERTIFICATES, LICENSES, REGISTRATIONS:

- Must possess basic certification by the Texas Commission on Law Enforcement Officer Standards and Education;
- May be required to be certified as a Jailer or Radar Operator;
- Must have a current valid Texas Motor Vehicle Operator's license.
- Must be able to be insured by the County's insurance carrier.
- Clean driving record.
- May be required to post a bond or security.

OTHER SKILLS AND ABILITIES:

- Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws;
- Ability to establish and maintain effective working relationships with other law enforcement officials, agencies and the general public;
- Ability to analyze situations and adopt a quick, effective and reasonable course of action;
- Ability to communicate effectively orally and in writing.
- May be required to type accurately at a speed of at least forty (40) words per minute.
- Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of County.

PHYSICAL DEMANDS:

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

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

The employee must occasionally lift and/or move over fifty (50) pounds. Specific vision abilities required by this job include close vision, distance vision, color vision, peripheral vision, depth perception, and the ability to adjust focus.

WORK ENVIRONMENT:

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

While performing the function of this job, the employee frequently works in outside weather conditions. The employee occasionally works with explosives when searching buildings during bomb threats or discharging a firearm. Employee is occasionally exposed to fumes or airborne particles and toxic or caustic chemicals when performing the duties of a peace officer while at a hazardous spill scene or fire. The employee may possibly be exposed to AIDS or hepatitis from an infected suspect.

The noise level in the work environment is usually moderate to loud.

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

- Sitting for extended periods of time.
- Operating assigned equipment.

Maintain mental capacity which permits:

- Making sound decisions and using good judgment.
- Maintaining confidentiality.
- Demonstrating intellectual capabilities.

Effectively handle a work environment and conditions which involve:

- Working closely with others.
- Working in a multi-task environment.

Maintain effective audio-visual discrimination and perception needed for:

- Making observations.
- Reading and writing.
- Operating assigned equipment.
- Communicating with others.

ACCIDENT PREVENTION PROGRAM:
Required to follow all departments' safety regulations.

AI-38857 **District Attorney 9. A.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

DA- Border Prosecution Unit Grant (BPU) (1281):
1.) Requesting authorization to accept the Border Prosecution Grant, Grant Number CH-13-A10-25378-02 in the amount of $133,421.74 effective (January 1, 2013 - August 31, 2013).
2.) Approval of certification of revenues.
3.) Approval of Appropriation of funds.
4.) Approval of Salary Schedule.

BACKGROUND

Funding is provided by the state and this funding is for April 1, 2013 - August 31, 2013.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1281-412-00-080-012-3-XXX

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

BUDGETARY IMPACT:

Appropriation of funds in the amount of $133,421.74 for DA Border Prosecution Unit grant.

No Local match

Revenue Acct #3-1281-334-10-080-012-3-000 "CJD-BPU REVENUES"

Grant Period: 1/1/13 thru 8/31/13

Attachments

DABPUfunding
DABPUBA
Salary Schedule
Revised Salary Schedule
FISCAL NOTE

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/21/2013 11:52 AM
Manuel Chapa	Manuel Chapa	05/23/2013 01:34 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Roy Cazares Started On: 05/20/2013 10:23 AM

Final Approval Date: 05/24/2013

10:24 AM

Agency Name: Hidalgo County
Project Title: Border Prosecution Unit
Current Grant Manager: Helen Martinez

Grant/App: 2537802
Status: Pending AO Acceptance of Award
Current Program Manager: Judy Switzer

Start Date: 1/1/2013
End Date: 8/31/2013 **Fund Source:** CH-Operator and Chauffeurs Funding-Prosecution
Liquidation Date:
CFDA: NONE

General Information and Instructions

View Introduction

View Certification and Assurances

View Instructions

Statement of Grant Award (SOGA) Summary

The Statement of Grant Award (SOGA) is your official notice of award from the Office of the Governor (OOG). The approved budget is reflected in the Budget/Details tab for this record in eGrants. By clicking on the 'Accept' button within the 'Accept Award' tab, the grantee accepts the responsibility for the grant period and agrees with the following conditions of grant funding. The grantee's funds will not be released until the grantee has satisfied the requirements of the following 'Post Award Conditions of Funding and Other Fund-Specific Requirements'.

Grant Number:	CH-13-A10-25378-02	**Award Amount:**	$133,421.74
Date Awarded:	April 30, 2013	**Grantee Cash Match:**	$0.00
Program Fund:	CH-Operator and Chauffeurs Funding-Prosecution	**Grantee In Kind Match:**	$0.00
CFDA or State ID:	00.606	**Total Project Cost:**	$133,421.74
Grantee Name:	Hidalgo County		
Project Title:	Border Prosecution Unit		
Grant Period:	01/01/2013 08/31/2013		
Liquidation Date:	11/29/2013		

Preview Grant Award Packet

List of Application Errors and Incomplete Information

Item(s) that Need to be Resolved	Tab Name

List of Post-Award Conditions of Funding and Other Fund-Specific Requirements

Condition of Funding / Project Requirement	Date Created	Date Met	Hold Project Funds	Hold Line Item Funds

Accept Decline

Border Prosecution Unit
X-1281-412-00-080-012-2-XXX

OBJ	DESCRIPTION	ORIGINAL BUDGET	ADJUSTED BUDGET	Q1	Q2	Q3	Q4	Period 13	Jan-13	Feb-13	Mar-13	Q5	TOTAL CY2012	TOTAL CY2013	YTD EXPENDITURES	AVAILABLE BALANCE
113	PERM F/T EMPLOYEES	140,284.00	242,926.69	24,642.15	34,499.01	29,570.58	34,499.01	5,436.06	4,568.68	10,443.84	10,346.76	30,795.34	128,646.81	25,359.28	154,006.09	88,920.60
115	LONGEVITY PAY	5,520.00	9,904.62	1,050.00	1,260.00	1,260.00	1,260.00	248.00	198.00	500.00	480.00	1,426.00	5,078.00	1,178.00	6,256.00	3,648.62
118	AUTO ALLOWANCE	1,800.00	3,115.38	346.20	484.68	415.44	297.73	38.08	31.16	69.24	69.24	207.72	1,582.13	169.64	1,751.77	1,363.61
211	HEALTH INSURANCE	8,328.00	13,223.98	1,663.05	2,270.29	1,966.68	1,966.68	0.00	655.73	632.17	594.67	1,882.57	7,866.70	1,882.57	9,749.27	3,474.71
212	LIFE INSURANCE	54.00	85.75	21.57	3.93	12.75	12.75	0.00	4.25	4.06	3.95	12.26	51.00	12.26	63.26	22.49
220	FICA	11,274.00	18,633.15	1,925.11	2,694.92	2,311.32	2,673.75	420.19	352.67	812.80	804.16	2,389.82	10,025.29	1,969.63	11,994.92	6,638.23
230	RETIREMENT	14,663.00	24,590.63	2,590.77	3,606.14	3,108.90	3,587.57	590.53	495.13	1,146.40	1,144.10	3,376.16	13,483.91	2,785.63	16,269.54	8,321.09
250	UNEMPLOYMENT COMP	737.00	1,217.99	130.16	181.15	172.58	180.23	28.61	23.99	55.06	54.48	162.14	692.73	133.53	826.26	391.73
260	WORKERS COMP	265.00	293.86	0.00	0.00	0.00	0.00	1.71	1.44	3.31	3.26	9.72	1.71	8.01	9.72	284.14
	PERSONNEL	**182,925.00**	**313,992.05**	32,369.01	45,000.12	38,818.25	44,477.72	6,763.18	6,331.05	13,666.88	13,500.62	40,261.73	167,428.28	33,498.55	200,926.83	**113,065.22**
342	INFO & CREDIT SERVICES	800.00	800.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	800.00
346	HAULING & FREIGHT SERV	200.00	200.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	200.00
432	EQUIP&VEH R&M SRV	450.00	450.00	0.00	0.00	88.95	14.50	0.00	0.00	0.00	0.00	0.00	103.45	0.00	103.45	346.55
532	WIRLESS DEVICES	2,600.00	4,333.00	0.00	1,120.37	770.56	395.26	192.63	119.93	0.00	384.94	697.50	2,478.82	504.87	2,983.69	1,349.31
550	PRINTING & BLINDING	2,000.00	2,000.00	0.00	0.00	0.00	34.00	0.00	0.00	0.00	0.00	0.00	34.00	0.00	34.00	1,966.00
601	OFFICE & COMPUTER SUPPI	3,500.00	5,342.00	0.00	0.00	294.28	838.35	59.00	0.00	0.00	0.00	59.00	1,191.63	0.00	1,191.63	4,150.37
626	GASOLINE/DIESEL	3,000.00	8,000.00	0.00	0.00	0.00	958.90	365.60	0.00	338.91	500.05	1,204.56	1,324.50	838.96	2,163.46	5,836.54
672	R&M SUPP-EQUIP & VEH	350.00	350.00	0.00	0.00	0.00	297.49	0.00	0.00	0.00	0.00	0.00	297.49	0.00	297.49	52.51
	SUPPLIES & DIRECT OP.EXP	**12,900.00**	**21,475.00**	0.00	1,120.37	1,153.79	2,538.50	617.23	119.93	338.91	884.99	1,961.06	5,429.89	1,343.83	6,773.72	**14,701.28**
583	TRAVEL OUT OF COUNTY	4,500.00	9,032.95	0.00	1,109.90	3,079.06	138.03	0.00	0.00	0.00	585.72	585.72	4,326.99	585.72	4,912.71	4,120.24
584	REGISTRATION FEES	1,260.00	2,085.00	0.00	0.00	550.00	0.00	0.00	0.00	0.00	0.00	0.00	550.00	0.00	550.00	1,535.00
	TRAVEL AND TRAINING	**5,760.00**	**11,117.95**	0.00	1,109.90	3,629.06	138.03	0.00	0.00	0.00	585.72	585.72	4,876.99	585.72	5,462.71	**5,655.24**
	TOTAL	201,585.00	346,585.00	32,369.01	47,230.39	43,601.10	47,154.25	7,380.41	6,450.98	14,005.79	14,971.33	42,808.51	177,735.16	35,428.10	213,163.26	133,421.74

DATE: May 28, 2013

DEPARTMENT HEAD: Rene Guerra

DEPARTMENT NAME: District Attorney's Office

ACCOUNT NUMBER: **3-1281-412-00-080-012-3-XXX**

Contact Person: Roy Cazares **Ph#** 318-2300 Ext. 758

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
3-1281-412-00-080-012-3-113	Salaries of Employees	$88,920.60
3-1281-412-00-080-012-3-115	Longevity Pay	$3,648.62
3-1281-412-00-080-012-3-118	Auto Allowance	1,363.61
3-1281-412-00-080-012-3-211	Health Insurance	3,474.71
3-1281-412-00-080-012-3-212	Life Insurance	22.49
3-1281-412-00-080-012-3-220	Social Security Tax	6,638.23
3-1281-412-00-080-012-3-230	Employee Retirement	8,321.09
3-1281-412-00-080-012-3-250	Unemployment Compensation Insurance	391.73
3-1281-412-00-080-012-3-260	Worker's Compensation Insurance	284.14
3-1281-412-00-080-012-3-342	Information & Credit Services	800.00
3-1281-412-00-080-012-3-346	Hauling & Freight Services	200.00
3-1281-412-00-080-012-3-432	Repair & Maintenance services - equipment and vehicles	346.55
3-1281-412-00-080-012-3-532	Wireless Devices	1,349.31
3-1281-412-00-080-012-3-550	Printing & Binding	1,966.00
3-1281-412-00-080-012-3-583	Out of County Employee Travel	4,120.24
3-1281-412-00-080-012-3-584	Registration Fees	1,535.00
3-1281-412-00-080-012-3-601	Office & Computer Supplies	4,150.37
3-1281-412-00-080-012-3-626	Gasoline/Diesel	5,836.54
3-1281-412-00-080-012-3-672	Repair & Maintenance supplies - equipment and vehicles	52.51
3-1281-334-10-080-012-3-000	CJD - BPU/Revenue	133,421.74
	TOTAL BUDGET INCREASE (DECREASE)	**133,421.74**

REASON: Funding from April 1, 2013 -- August 31, 2013.

DEPARTMENT HEAD SIGNATURE

0.00

/ /

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

3-1281-412-00-080-012-3-xxx	Slot #	Title	Salary
Patrick Kelley McCormick	1	Assistant District Attorney III	$63,588.00
Dale Randolph Booth Jr.	4	Assistant District Attorney IV	$73,224.00
			$0.00
			$136,812.00

HIDALGO COUNTY
COMMISSIONER COURT
2013 SALARY SCHEDULE

3-1281-412-00-080-012-~~2~~ 3

DA BORDER PROSECUTION INITIATIVE

AI- 38857

Slot #	Obj Code	POSITION TITLE	2012 BUDGETED BASE SALARY	2013 ADJUSTED AMOUNT	2013 ADJUSTED BASE SALARY	COLA %	COLA AMOUNT	OTHER INCREASE	2013 APPROVED BUDGETED SALARY	ACTUAL SALARY	Other Allowances					ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
0001	113	ASSISTANT DISTRICT ATTORNEY III	$59,452.00	$0.00	$59,452.00	0.03	$1,784.00	$2,352.00	$63,588.00	$63,588.00	$1,680.00	$0.00	$0.00	$900.00	$0.00	$66,168.00
0004	113	ASSISTANT DISTRICT ATTORNEY IV	$68,687.00	$0.00	$68,687.00	0.03	$2,061.00	$2,476.00	$73,224.00	$70,920.00	$3,895.81	$0.00	$0.00	$0.00	$0.00	$74,815.81
		TOTAL	**$128,139.00**	**$0.00**	**$128,139.00**		**$3,845.00**	**$4,828.00**	**$136,812.00**	**$134,508.00**	**$5,575.81**	**$0.00**	**$0.00**	**$900.00**	**$0.00**	**$140,983.81**

APPROVAL OF THE DA'S FISCAL YEAR 2013 BORDER PROSECUTION INITIATIVE (BPU) GRANT BUDGET. PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
Department of Budget & Management
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, May 28, 2013** **Agenda Item:** 38857

Summary of request/proposal:
DA'S BPU (1281):
APPROVAL OF THE DA'S FISCAL YEAR 2013 BORDER PROSECUTION INITIATIVE (BPU) GRANT BUDGET.

Fund	Position	Slot#	Obj	Current Budgeted Salary	Adjustment Requested	Total Requested
	SALARY					
1281	ADA III	0001	113	0.00	63,588.00	63,588.00
1281	ADA IV	0004	113	0.00	73,224.00	73,224.00
					TOTAL	136,812.00
	LONGEVITY					
1281	ADA III	0001	115	0.00	1,680.00	1,680.00
1281	ADA IV	0004	115	0.00	3,895.81	3,895.81
					TOTAL	5,575.81
	AUTO ALLOWANCE					
1281	ADA III	0001	118	0.00	900.00	900.00
1281	ADA IV	0004	118	0.00	0.00	0.00
					TOTAL	900.00
		TOTAL		**0.00**	**143,287.81**	**143,287.81**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1281-412-00-080-012-3	113	BORDER PROSEC. INIT.	REG F/T EMPLOYEES	$57,660.23
3-1281-412-00-080-012-3	115	BORDER PROSEC. INIT.	LONGEVITY PAY	$2,349.96
3-1281-412-00-080-012-3	118	BORDER PROSEC. INIT.	AUTO ALLOWANCE	$379.31
3-1281-412-00-080-012-3	211	BORDER PROSEC. INIT.	HEALTH INSURANCE	$3,509.88
3-1281-412-00-080-012-3	212	BORDER PROSEC. INIT.	LIFE INSURANCE	$22.76
3-1281-412-00-080-012-3	220	BORDER PROSEC. INIT.	FICA	$4,619.80
3-1281-412-00-080-012-3	230	BORDER PROSEC. INIT.	RETIREMENT	$6,340.89
3-1281-412-00-080-012-3	250	BORDER PROSEC. INIT.	UNEMPLOYMENT COMP	$301.95
3-1281-412-00-080-012-3	260	BORDER PROSEC. INIT.	WORKER'S COMP	$18.12
			2013 Budgetary Impact	$75,202.90

2014 Budgetary Impact: $75,202.90

Possible Funding Sources:

Comments: **GRANT FISCAL YEAR 01/01/2013 TO 08/31/13**

FUNDING IS FOR APRIL 1, 2013 - AUGUST 31,2013
PRORATIONS DONE ACCORDINGLY

Hidalgo Co. Budget Office
2/3/2005

AI-38782 **Sheriff's Office 10. A.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Emilia Uriegas, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Sheriff's Office (1100):
Authorization and Approval of 2013 appropriation of funds from General Fund-Reserved (1100) to Sheriff's Office (program 001) in the amount of $12,805.12.

BACKGROUND

As per the County Auditor's Office, funds of $12,805.12 reserved in the General Fund are available for use for law enforcement purposes, pursuant to Section 683.015 of the Texas Transportation Code.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-421-00-280-001-0-741

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

BUDGETARY IMPACT:

Funds are available as of 05/24/13.

Attachments

Budget.Amend.

Notice

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/15/2013 03:00 PM
Budget & Management	Obdett Calzada	05/15/2013 03:59 PM
Olga Garza	Olga Garza	05/24/2013 11:42 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Emilia Uriegas Started On: 05/15/2013 11:40 AM

Final Approval Date: 05/24/2013

DATE: May 15, 2013
DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino
DEPARTMENT NAME: Sheriff
ACCOUNT NUMBER: 3-1100-421-00-280-001-0-741

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE OBJECT NUMBER'S)	ACCOUNT OBJECT NAME	AMOUNT
3-1100-421-00-280-001-0-741	Vehicles	12,805.12

	TOTAL APPROPRIATIONS	**12,805.12**
3-1100-250-10-000-007-0-000	**General Fund--Reserved**	**12,805.12**
	TOTAL REVENUES	**12,805.12**

REASON: **To transfer proceeds from sales of abandoned motor vehicles to the Sheriff's Office budget.**

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

April 25, 2013

Honorable Guadalupe "Lupe" Treviño, Sheriff
Hidalgo County Sheriff's Office
P.O. Box 1228
Edinburg, Texas 78540

Re: Sale of Abandoned Motor Vehicles

Dear Sheriff Treviño:

This letter is to notify you of funds reserved in the General Fund that represent proceeds from the sale of abandoned motor vehicles. These funds have been reserved because their use is restricted to law enforcement purposes under Section 683.015 of the Texas Transportation Code. The total amount reserved as of December 31, 2012 is $12,805.12 as follows:

Year	Receipt No.	Revenues	Expenditures	Amount Reserved
2002	A77287 (JE-22998)	$ 2,391.41	$ -	$ 2,391.41
2004	A91395 (AJE-5017)	5,247.68	-	5,247.68
2005	A94898 (JE-55596)	2,228.98	-	2,228.98
	A103077 (JE-62581)			
2006	A106893 (JE-65428)	2,664.25	-	2,664.25
2010	A143152 (AJE-1018)	272.80	-	272.80
2011		-	-	-
2012		-	-	-
		$ 12,805.12	$ -	$ 12,805.12

Please contact the Department of Budget and Management to budget the remaining reserved funds in order to properly expend these funds in compliance with Section 683.015 of the Texas Transportation Code.

Sincerely,

Raymundo Eufracio, CPA
Hidalgo County Auditor

CC: Mr. Sergio Cruz, Budget Officer

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C.
RODOLFO DELGADO JUDGE, 93RD D.C.
J. R. "BOBBY" FLORES JUDGE, 139TH D.C.
ROSE GUERRA REYNA JUDGE, 206TH D.C.
JUAN R. PARTIDA JUDGE, 275TH D.C.
MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C.
NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER
LETICIA LOPEZ JUDGE, 389TH D.C.
AIDA SALINAS FLORES JUDGE, 398TH D.C.
ISRAEL RAMON, JR. JUDGE, 430TH D.C.
JESSE CONTRERAS JUDGE, 445TH D.C.

AI-38799 **Sheriff's Office 10. B.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Authorization to accept the Grant Adjustment Notice in reference to Operation Stonegarden FY 2010 and authorization for County Judge, as authorized official, to sign required documents.

BACKGROUND

Grant number: 2010-SS-T0-0008 (Federal)
10-GA-48215-10 (SAA--State Administrative Agency)

Grantor is reducing the original amount of grant award for purposes of de-obligating the residual amount of $3,782.41

Grant has terminated as of 4/30/13.

Original Grant Award amount- $963,209.00
Updated Grant Award amount- $959,426.59

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1284-421-00-280-047-3-XXX

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

BUDGETARY IMPACT:

No budgetary impact, since grant is now closed.

Attachments

1

2

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/15/2013 04:21 PM
Budget & Management	Obdett Calzada	05/22/2013 04:54 PM
Manuel Chapa	Manuel Chapa	05/23/2013 02:15 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 05/15/2013 03:52 PM

Final Approval Date: 05/24/2013

2010 TERMS AND CONDITIONS

Instructions:

The Sub-recipient must:

1. *Fill in the contact information and sign the Sub-Recipient Award*
2. *Certify they have read and understand the Terms and Conditions by initialing the bottom of each page.*
3. *Fill in the contact information located on Page 4.*
4. *Certify to the statements provided in Exhibits A and B and C located at the back of this document by filling in contact information and signing both exhibits.*
5. *Return all documents to the SAA in accordance with the date provided in the transmittal letter and/or in the agreement.*

Parties to Sub-recipient Agreement

This Sub-recipient Agreement (includes the Sub-recipient Award and the Terms and Conditions) is made and entered into by and between the Department of Public Safety / State Administrative Agency, (DPS/SAA) an agency of the State of Texas, hereinafter referred to as "DPS/SAA," and the funds recipient, hereinafter referred to as the "Sub-recipient." Furthermore, DPS/SAA and the Sub-recipient are collectively hereinafter referred to as the "Parties." The Sub-recipient Agreement is only an offer until the Sub-recipient returns the signed copy of the 2010 Sub-recipient Agreement in accordance with the date provided in the transmittal letter and/or in the agreement Sub-recipient Agreement Award.

Sub-recipient must not assign or transfer any interest in this Sub-recipient Agreement without the express, prior written consent of the SAA.

Overview, and Performance Standards

All allocations and use of funds under this grant must be in accordance with the FY 2010 Guidelines and Application Kit for the Federal Grant Title specified on the Sub-recipient Agreement Award. All award Sub-recipients are required to have read, understood and accepted the FY 2010 Guidance and Application Kit as binding.

Standard of Performance. The Sub-recipient shall perform all activities and projects entered into the SAA web-based grants management system approved by its Regional Planning Group / Urban Area Working Group and/or by the State Administrative Agency (SAA) as applicable. The Sub-recipient shall perform all activities in accordance with all terms, provisions and requirements set forth in this Sub-recipient agreement, Terms and Conditions and the following Exhibits located at the end of this document:

1. Assurance – Non-Construction Programs, hereinafter referred to as "**Exhibit A**"
2. Assurance – Construction Programs, hereinafter referred to as "**Exhibit B**"
3. Certification, hereinafter referred to as "**Exhibit C**"

Failure to Perform. In the event the Sub-recipient fails to implement the project(s) entered into the SAA web-based grants management system, or comply with any of this Sub-recipient agreement's provisions, in addition to the remedies specified in this Sub-recipient agreement, the Sub-recipient is liable to DPS/SAA for an amount not to exceed the award amount of this Sub-recipient agreement and may be barred from applying for or receiving additional DHS/FEMA grant program funds or any other federal program funds administered by DPS/SAA until repayment to DPS/SAA is made and any other compliance or audit finding is satisfactorily resolved.

DPS/SAA Obligations

Measure of Liability. DPS/SAA shall not be liable to the Sub-recipient for any costs incurred by the Sub-recipient that are not allowable costs.

Sub-recipient Agreement Funds Defined and Limit of Liability. The term "Sub-recipient agreement funds" as used in this Sub-recipient agreement means funds provided by DPS/SAA under the DHS/FEMA grant programs. The term "Sub-recipient's funds" or match funds as used in this Sub-recipient agreement means funds provided by the Sub-recipient.

Notwithstanding any other provision of this Sub-recipient agreement, the total of all payments and other obligations incurred by DPS/SAA under this Sub-recipient agreement shall not exceed the Total Award Amount listed on the cover page of the Sub-recipient agreement.

Sub-recipient shall contribute the match funds listed on the Sub-recipient Award page.

Excess Payments. The Sub-recipient shall refund to DPS/SAA any sum of Sub-recipient agreement funds that has been paid to the Sub-recipient by DPS/SAA or that DPS/SAA determines has resulted in overpayment to the Sub-recipient or that DPS/SAA

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determines has not been spent by the Sub-recipient in accordance with this Sub-recipient agreement. No refund payment(s) may be made from local, state or federal grant funds unless repayment with grant funds is specifically permitted by statute or regulation. The Sub-recipient shall make such refund to DPS/SAA within thirty (30) days after DPS/SAA requests such refund.

Suspension

In the event the Sub-recipient fails to comply with any of this Sub-recipient Agreement's terms, DPS/SAA may, upon written notification to the Sub-recipient, suspend this Sub-recipient agreement in whole or in part, withhold payments to the Sub-recipient and prohibit the Sub-recipient from incurring additional obligations of Sub-recipient agreement funds.

Termination

DPS/SAA's Right to Terminate. DPS/SAA shall have the right to terminate this Sub-recipient agreement, in whole or in part, at any time before the end of the Performance Period, whenever DPS/SAA determines that the Sub-recipient has failed to comply with any of this Sub-recipient agreement's terms. DPS/SAA shall notify the Sub-recipient in writing prior to the thirtieth (30^{th}) day preceding the termination of such determination and include:

1. the reasons for such termination;
2. the effective date of such termination; and
3. in the case of partial termination, the portion of the Sub-recipient agreement to be terminated.

Appeal will be made to the Deputy Director of Homeland Security, Department of Public Safety.

Enforcement

In taking an enforcement action, the awarding agency will provide the sub-recipient an opportunity for such hearing, appeal, or other administrative proceeding to which the sub-recipient is entitled under any statute or regulation applicable to the action involved.

Conflict of Interest

No employee, officer or agent of the sub-recipient shall participate in selection, or in the award or administration of a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.

Monitoring

Sub-recipients will be monitored periodically by federal or state agencies, both programmatically and financially, to ensure that project goals, objectives, performance requirement, timelines, milestone completion, budget, and other related program criteria are being met.

DPS/SAA reserves the right to perform periodic office-based and/or on-site monitoring of the Sub-recipient's compliance with this Sub-recipient agreement's terms and conditions and of the adequacy and timeliness of the Sub-recipient's performance pursuant to this Sub-recipient agreement. After each monitoring visit, DPS/SAA shall provide the Sub-recipient with a written report of the monitor's findings. If the monitoring report notes deficiencies in the Sub-recipient's performance under this Sub-recipient agreement's terms, the monitoring report shall include requirements for the timely correction of such deficiencies by the Sub-recipient. Failure by the Sub-recipient to take action specified in the monitoring report may be cause for this Sub-recipient agreement's suspension or termination pursuant to the Suspension and/or Termination Section.

Audit

Audit of Federal and State Funds. The Sub-recipient shall arrange for the performance of an annual financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement as required by the Single Audit Act (OMB Circular A – 133; 44 C.F.R. 13.26) and as outlined in Exhibit A. The Sub-recipient will also comply, as applicable, with Texas Government Code, Chapter 783, 1 TAC 5.141.et.seq. and the Uniform Grant Management Standards (UGMS), State Uniform Administrative Requirements for Grants and Cooperative Agreements.

DPS/SAA's Right to Audit. DPS/SAA reserves the right to conduct a financial and compliance audit of Sub-recipient agreement funds received and performances rendered under this Sub-recipient agreement. The Sub-recipient agrees to permit DPS/SAA or its authorized representative to audit the Sub-recipient's records. The sub-recipient shall provide any documents, materials or information necessary to facilitate such audit.

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Sub-recipient's Liability for Disallowed Costs. The Sub-recipient understands and agrees that it shall be liable to DPS/SAA for any costs disallowed pursuant to financial and compliance audit(s) of Sub-recipient agreement funds. The Sub-recipient further understands and agrees that reimbursement to DPS/SAA of such disallowed costs shall be paid by the Sub-recipient from funds that were not provided or otherwise made available to the Sub-recipient pursuant to this Sub-recipient agreement or any other federal contract.

Sub-recipient's Facilitation of Audit. The Sub-recipient shall take such action to facilitate the performance of such audit(s) conducted pursuant to this Section as DPS/SAA may require of the Sub-recipient. The Sub-recipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through the Sub-recipient and the requirement to cooperate is included in any subcontract it awards.

Other Requirements

A. During the performance period of this grant, Sub-recipients must maintain an Emergency Management Plan at the Intermediate Level of planning preparedness or higher, as prescribed by the Texas Division of Emergency Management (TDEM) . This may be accomplished by a jurisdiction maintaining its own emergency management plan or participating in an inter-jurisdictional emergency management program that meets the required standards. If TDEM identifies deficiencies in the Sub-recipient's plan, Sub-recipient will correct deficiencies within 60 days of receiving notice of such deficiencies from TDEM.

B. Projects identified in the SAA web-based grant management system must identify and relate to the goals and objectives indicated by the applicable approved project investments for the period of performance of the grant.

C. During the performance period of this grant, Sub-recipient agrees that it will participate in a legally-adopted county and/or regional mutual aid agreement.

D. During the performance period, the Sub-recipient must be a registered user of the Texas Regional Response Network (TRRN) and identify all major resources such as vehicles and trailers, equipment costing $5,000 or more and specialized teams/response units equipped and/or trained using grant funds (i.e. hazardous material, decontamination, search and rescue, etc.). This registration is to ensure jurisdictions or organizations are prepared to make grant funded resources available to other jurisdictions through mutual aid.

E. Sub-recipients must submit Fiscal Year 2010 Indirect Cost Allocation Plan signed by Cognizant Agency - "Cognizant agency" means the Federal agency responsible for reviewing, negotiating, and approving cost allocation plans or indirect cost proposals developed under 2 CFR part 225 on behalf of all Federal agencies. OMB publishes a listing of cognizant agencies. Plan should be forwarded to the SAA along with the Planning and Administration Grant Budget Form.

F. Council of Governments (COG) will follow guidelines listed in the SAA FY 10 COG Statement of Work.

G. Sub-recipient acknowledges that FEMA National Preparedness Directorate reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and authorize others to use, for Federal government purposes: (1) the copyright in any work developed under an award or sub-award; and (2) any rights of copyright to which a recipient or Sub-recipient purchases ownership with Federal support. The sub-recipient agrees to consult with DPS/SAA regarding the allocation of any patent rights that arise from, or are purchased with, this funding.

Closing the Grant

A. The Sub-recipient must have expended all grant funds and submitted expenditure reimbursement requests and any invoices by the end of the performance period listed on the sub-recipient agreement.

B. DPS/SAA will close a sub-award after receiving Sub-recipient's final performance report indicating that all approved work has been completed and all funds have been disbursed, completing a review to confirm the accuracy of the reported information, and reconciling actual costs to awards modifications and payments. If the close out review and reconciliation indicates that the Sub-recipient is owed additional funds, DPS/SAA will send the final payment automatically to the Sub-recipient. If the Sub-recipient did not use all the funds received, DPS/SAA will issue a Grant Adjustment Notice (GAN) to recover the unused funds.

C. At the completion of the sub-recipient's performance period, DPS/SAA will de-obligate all uncommitted / unexpended funds.

Restrictions, Disclaimers and Notices

A. In cases where local funding is established by a COG or UASI, governing board, the release of funds by DPS/SAA is contingent upon funding allocation approval by the governing board.

B. Notwithstanding any other agreement provisions, the parties hereto understand and agree that DPS/SAA's obligations under this agreement are contingent upon the receipt of adequate funds to meet DPS/SAA's liabilities hereunder, except as required

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by IECGP and HSGP grants. DPS/SAA shall not be liable to the Sub-recipient for costs under this Agreement which exceed the amount specified in the Notice of Sub-recipient Award.

C. All notices or communication required or permitted to be given by either party hereunder shall be deemed sufficiently given if mailed by registered mail or certified mail, return receipt requested, or sent by overnight courier, such as Federal Express, to the other party at its respective address set forth below or to the Point of Contact listed for the sub-recipient in the SAA Grants Management System shall be deemed received the following business day.

DPS/SAA Contact Information	Sub-Recipient Contact Information (Please Fill-In Contact Information below)
Deputy Director, Homeland Security Texas Department of Public Safety State Administrative Agency P.O. Box 4087 Austin, TX 78773-0220	Name: Title: Agency: Address:

Uniform Administrative Requirements, Cost Principals and Audit Requirements

Except as specifically modified by law or this Sub-recipient agreement's provisions, the Sub-recipient shall administer the award through compliance with the most recent version of all applicable Laws and Regulations. A non-exclusive list is provided below

A. Administrative Requirements

1. 44 C.F.R. Part 13, Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments;
2. 2 C.F.R. Part 215, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations (OMB Circular A-110).

B. Cost Principles

1. 2 C.F.R. Part 225, Cost Principles for State, Local and Indian Tribal Governments (OMB Circular A-87)
2. 2 C.F.R. Part 220, Cost Principles for Education Institutions (OMB Circular A-21)
3. 2 C.F.R. Part 230, Cost Principles for Non-Profit Organizations (OMB Circular A-122)
4. Federal Acquisition Regulations (FAR) Subpart 31.2, Contracts with Commercial Organizations

C. Audit Requirements – OMB Circular A-133, Audits of States, Local Governments and Non-Profit Organizations.

D. Sub- recipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of FEMA.

E. The sub-recipient agrees that all allocations and use of funds under this grant will be in accordance with the applicable FY2010 Grant Program Guidance and Application Kit.

F. The recipient must provide information to FEMA to assist with the legally-required environmental planning and historic preservation (EHP) review and to ensure compliance with applicable EHP laws and Executive Orders (EO). These EHP requirements include but are not limited to National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, EO 11988 – Floodplain Management, EO 11990 – Protection of Wetlands, and EO 12898 – Environmental Justice. The recipient must comply with all Federal, State, and local EHP requirements and obtain applicable permits and clearances.

Recipient shall not undertake any activity from the project that would result in ground disturbance, facility modification, or relates to the use of sonar equipment without the prior approval of FEMA. These include but are not limited to communications towers, physical security enhancements involving ground disturbance, new construction, and modifications to buildings that are 50 years old or older. Recipient must comply with all mitigation or treatment measures required for the project as the result of FEMA's EHP review. Any changes to an approved project description will require re-evaluation for compliance with EHP requirements before the project can proceed. If ground disturbing activities occur during project implementation, the recipient must ensure monitoring of ground disturbance and if any potential archeological resources are discovered, the recipient will immediately cease construction in that area and notify FEMA and the appropriate State Historical Preservation Office. Initiation of these activities prior to completion of FEMA's EHP review will result in a non-compliance finding and may not be eligible for grant funding.

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G. Sub-recipient shall also comply with all other federal, state, and local laws and regulations applicable to this Sub-recipient agreement's activities and performances rendered by the Sub-recipient including but not limited to the laws and the regulations promulgated in State Administrative Agency Information Bulletins, and Texas Uniform Grants Management Standards (UGMS).

H. The sub-recipient(s) must, in addition to the assurances, comply and require each of its subcontractors employed in the completion of the project to comply with all applicable statutes, regulations, executive orders, OMB circulars, terms and conditions of the award, and the approved application.

Retention and Accessibility of Records

Retention of Records. The Sub-recipient shall maintain fiscal records and supporting documentation for all expenditures of Sub-recipient agreement funds pursuant to the applicable OMB Circular and this Sub-recipient agreement. The Sub-recipient shall retain these records and any supporting documentation for the greater of three (3) years from the completion of this project's public objective, including program requirements and financial obligations, or the period of time required by other applicable laws and regulations. Sub-recipient shall comply with 44 CFR Section 13.42 and UGMS §__.42

Access to Records. The Sub-recipient shall give the United States Department of Homeland Security (DHS), the Comptroller General of the United States, the Texas State Auditor, DPS/SAA, or any of their duly authorized representatives, access to and the right to examine all books, accounts, records, reports, files, other papers, things or property belonging to or in use by the Sub-recipient pertaining to this Sub-recipient agreement including records concerning the past use of DHS/FEMA funds. Such rights to access shall continue as long as the records are retained by the Sub-recipient. The Sub-recipient agrees to maintain such records in an accessible location and to provide citizens reasonable access to such records consistent with the Texas Public Information Act, , and Texas Government Code Chapter 552.

Inclusion in Subcontracts. The Sub-recipient shall include the substance of this Section in all subcontracts.

Legal Authority

Signatory Authority. The Sub-recipient assures and guarantees that the Sub-recipient possesses the legal authority to enter into this Sub-recipient agreement, receive Sub-recipient agreement funds and to perform the services the Sub-recipient has obligated itself to perform pursuant to this Sub-recipient agreement.

Authorized Representative. The person or persons signing and executing this Sub-recipient agreement on the Sub-recipient's behalf do warrant and guarantee that he, she or they have been duly authorized by the Sub-recipient to execute this Sub-recipient agreement on the Sub-recipient's behalf and to validly and legally bind the Sub-recipient to all contractual terms, performances and provisions.

Conflicts in Requirements. If conflict exists between federal, state, or local requirements, the sub-recipient shall comply with the strictest requirement. .

Notice of Litigation and Claims

The Sub-recipient shall give DPS/SAA immediate notice in writing of any action, including any proceeding before an administrative agency, filed against the Sub-recipient arising out of the performance under this Sub-recipient agreement

Except as otherwise directed by DPS/SAA, the Sub-recipient shall furnish immediately to DPS/SAA copies of all documentation or pleadings received by the Sub-recipient with respect to such action or claim.

Non-Waiver of Defaults

ANY FAILURE OF DPS/SAA, AT ANY TIME, TO ENFORCE OR REQUIRE THE STRICT KEEPING AND PERFORMANCE OF ANY PROVISION OF THIS AGREEMENT WILL NOT CONSTITUTE A WAIVER OF SUCH PROVISION, AND WILL NOT AFFECT OR IMPAIR SAME OR THE RIGHT OF DPS/SAA AT ANY TIME TO AVAIL ITSELF OF SAME. A WAIVER DOES NOT BECOME EFFECTIVE UNLESS DPS/SAA EXPRESSLY AGREES TO SUCH WAIVER IN WRITING. ANY PAYMENT BY DPS/SAA SHALL NOT CONSTITUTE A WAIVER OR OTHERWISE IMPAIR OR PREJUDICE ANY RIGHT, POWER, PRIVILEGE, OR REMEDY AVAILABLE TO DPS/SAA TO ENFORCE ITS RIGHTS, AS SUCH RIGHTS, POWERS, PRIVILEGES, AND REMEDIES ARE SPECIFICALLY PRESERVED.

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Indemnity

AS PERMITTED BY LAW, SUB-RECIPIENT SHALL INDEMNIFY, DEFEND AND HOLD DPS/SAA AND THE STATE OF TEXAS (INCLUDING ITS DIRECTORS, COMMISSIONERS, EMPLOYEES, AGENTS AND THEIR SUCCESSORS) ("INDEMNITEES") HARMLESS FROM AND AGAINST ANY OF THE FOLLOWING THAT ARISE OUT OF OR RESULT FROM SUB-RECIPIENT'S NEGLIGENCE (ANY AND ALL), FAULT, ACT, FAILURE TO ACT, OMISSION, BREACH OF THIS AGREEMENT OR VIOLATION OF ANY STATE OR FEDERAL LAW AND/OR REGULATION, AS WELL AS ANY VIOLATION OF ANY MATTER MADE THE BASIS OF A TREATY AND/OR CONVENTION AND/OR AGREEMENT BETWEEN THE UNITED STATES AND ANOTHER NATION: CLAIMS; LAWSUITS; DAMAGES; LIABILITIES; PENALTIES; TAXES; FINES; INTEREST; EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS, INVESTIGATION COSTS AND ALL DIRECT OR INDIRECT COSTS OR EXPENSES INCURRED IN DEFENDING AGAINST ANY CLAIM, LAWSUIT, OR OTHER PROCEEDING, INCLUDING THOSE EXPENSES INCURRED IN ANY NEGOTIATION, SETTLEMENT, OR ALTERNATIVE DISPUTE RESOLUTION); ANY AND ALL DAMAGES, HOWEVER CHARACTERIZED, SUCH AS DIRECT, GENERAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR SPECIAL DAMAGES OF ANY KIND (INCLUDING LOST REVENUES OR PROFITS, LOSS OF BUSINESS, LOSS OF USE, OR LOSS OF DATA) ARISING OUT OF OR IN CONNECTION WITH OR RELATED TO THIS AGREEMENT OR THE RIGHTS PROVIDED THEREIN.

IN ANY AND ALL CLAIMS AGAINST ANY OF THE INDEMNITEES BY ANY EMPLOYEE OF THE SUB-RECIPIENT OR ANY EMPLOYEE OF ITS SUBCONTRACTOR(S), THE INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT WILL NOT BE LIMITED IN ANY WAY BY THE AMOUNT OR TYPE OF DAMAGES, COMPENSATION, OR BENEFITS PAYABLE BY OR FOR THE SUB-RECIPIENT OR ANY OF ITS SUBCONTRACTOR(S) UNDER WORKER'S DISABILITY COMPENSATION ACTS, DISABILITY BENEFITS ACTS, OR OTHER EMPLOYEE BENEFITS ACTS.

SUB-RECIPIENT SHALL COORDINATE ITS DEFENSE AND ANY SETTLEMENT WITH THE ATTORNEY GENERAL FOR THE STATE OF TEXAS AS REQUESTED BY THE DPS/SAA. IN ANY SETTLEMENT, SUB-RECIPIENT MUST NOT MAKE ANY ADMISSION OF LIABILITY ON THE PART OF ANY OF THE INDEMNITEES.

THIS SECTION SHALL NOT BE CONSTRUED TO ELIMINATE OR REDUCE ANY OTHER INDEMNIFICATION, CONTRIBUTION OR RIGHT WHICH ANY OF THE INDEMNITEES HAVE BY LAW OR EQUITY.

THIS SECTION SHALL SURVIVE THE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Changes and Amendments

Written Amendment. Except as specifically provided otherwise in this Sub-recipient agreement, any alterations, additions or deletions to this Sub-recipient agreement's terms shall be made through Grant Adjustment Notices generated by the SAA web-based grants management system and executed by the Parties.

Authority to Amend. During the period of this Sub-recipient agreement's performance DPS/SAA and/or FEMA may issue policy directives that serve to establish, interpret or clarify this Sub-recipient agreement's performance requirements. Such policy directives shall be promulgated by DPS/SAA or FEMA in the form of Information Bulletins and shall have the effect of qualifying this Sub-recipient agreement's terms and shall be binding upon the Sub-recipient as if written in the Sub-recipient agreement.

Effect of Changes in Federal and State Laws. Any alterations, additions, or deletions to this Sub-recipient agreement's terms that are required by the changes in federal and state laws or regulations are automatically incorporated into this Sub-recipient agreement without written amendment to this Sub-recipient agreement and shall become effective on the date designated by such law or regulation. . In the event FEMA or DPS/SAA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate sub-recipient acceptance of the changes to the award.

Headings

Headings and captions of this Sub-recipient agreement's sections and paragraphs are only for convenience and reference. These headings and captions shall not affect or modify this Sub-recipient agreement's terms or be used to interpret or assist in the construction of this Sub-recipient agreement.

Venue

For purposes of litigation pursuant to this Sub-recipient agreement, venue shall lie in Travis County, Texas, and be governed by Texas Law.

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Special Conditions

2010 Operation Stonegarden (OPSG) Specific:

1) The recipient is prohibited from obligating or expending Operation Stonegarden (OPSG) funds provided through this award until each unique, specific or modified county level or equivalent Operational Order/Frag Operations Order with embedded estimated operational budget has been reviewed and approved through an official email notice issued by FEMA removing this special programmatic condition. The Operations Order approval process/structure is as follows: Operations Orders are submitted to (I) the appropriate Customs and Border Protection (CBP) Border Patrol (BP) Sector Headquarters (HQ); upon approval by the Sector HQ, forwarded through the Border Patrol Enforcement Transfer System (BPETS) system to (2) the OPSG Coordinator, CBP/BP Washington, DC and upon approval forwarded to (3) Federal Emergency Management Agency (FEMA), Grant Programs Directorate (GPD). Grant Development and Administration Division (GD&A). Notification of release of programmatic hold will be sent by FEMA via email to the State Administrative Agency (SAA) with a copy to OPSG Coordinator at CBP/BP HQ, Washington DC.

General:

1)

a) Provisions applicable to a sub-recipient that is a private entity.
   i) You as a sub-recipient, your employees, may not:
      (1) Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      (2) Procure a commercial sex act during the period of time that the award is in effect: or
      (3) Use forced labor in the performance of the award or sub-award under this award.
   ii) We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
      (1) Is determined to have violated a prohibition in paragraph 1a of this award term; or
      (2) Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition of this award term through conduct that is either:
         (a) Associated with performance under this award; or
         (b) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement),” as implemented at 2 CFR Part 3000.

b) Provisions applicable to a sub-recipient that is other than a private entity. We may unilaterally terminate this award, without penalty, if the sub-recipient that is a private entity:
   i) Is determined to have violated a prohibition in paragraph 1a of this award term; or
   ii) Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a1 of this award term through conduct that is either:
      (1) Associated with performance under this award; or
      (2) Imputed to you or the sub-recipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, “OMB Guidelines to Agencies on Government Debarment and Suspension (Non-procurement),” as implemented at 2 CFR Part 3000.

c) Provisions applicable to any recipient:
   i) You must inform us immediately of any information you received from any source alleging a violation of a prohibition in paragraph a1 of this award term.
   ii) Our right to terminate unilaterally that is described in 1b or 2 of this section:
      (1) Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104 (g), and
      (2) Is in addition to all other remedies for noncompliance that are available to us under this award.
   iii) You must include the requirements of 1a of this award term in any sub-award you make to a private entity.

d) Definitions. For purposes of this award term:
   i) “Employee” means either:
      (1) An individual employed by a sub-recipient who is engaged in the performance of the project or program under this award: or
      (2) Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   ii) “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   iii) “Private entity” means:

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(1) Any entity other than a State, local government, Indian Tribe, or foreign public entities, as those terms are defined in 2 CFR 175.25.
(2) Includes:
(a) A non-profit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2CFR 175.25(b).
(b) A for-profit organization

iv) "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meaning given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

2)

a) Classified national security information as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
b) No funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information if the award recipient has not been approved for that access to such information
c) Where an award recipient has been approved for and has access to classified national security information, no funding under this award shall be used to support a contract, sub-award, or other agreement for goods or services that will include access to classified national security information by the contractor, sub-awardee, or other entity without prior written approval from the DHS Office of Security, Industrial Security Program Branch(ISBP), or an appropriate official within the Federal department or agency with whom the classified effort will be performed.
d) Such contracts, sub-awards, or other agreements shall be processed and administered in accordance with the DHS " Standard Operation Procedures, Classified Contracting by States and Local Entities," dated July 7, 20089: EO's 12829, 12959, 12968, as amended; the National Industrial Security Program Operating Manual (NISPOM); and /or other applicable implementing directives or instruction. All security requirement documents are located at: http;//www.dhs/gov/xopnbiz/grants/index.shtm.
e) Immediately upon determination by the award recipient that funding under this award will be used to support such a contract, sub-award, or other agreement, and prior to execution of any action to facilitate the acquisition of such a contract sub-award, or other agreement, the award recipient shall contact ISPB, or the appropriate Federal department or agency, for approval and processing instructions.

Please fill in the appropriate information and sign.

_____
Type Name of Authorized Official

_____
Title

_____
Sub-recipient Organization

_____
Signature of Authorized Official Date

Initial _____ Date _____

EXHIBIT A

ASSURANCES - NON-CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681- 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee- 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which agreement for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.

7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction sub-agreements.

10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93- 205).

Initial _____ Date _____

12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).

14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.

16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

Please fill in the appropriate information and sign.

_____
Type Name of Authorized Official

_____
Title

_____
Sub-recipient Organization

_____
Signature of Authorized Official Date

Initial _____ Date _____

EXHIBIT B

ASSURANCES - CONSTRUCTION PROGRAMS

As the duly authorized representative of the sub-recipient, I certify that the sub-recipient:

1. Has the legal authority to apply for Federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project costs) to ensure proper planning, management and completion of project described in this agreement.

2. Will give the Department of Homeland Security, the Department of Public Safety, the Comptroller General of the United States and, if appropriate, the State, the right to examine all records, books, papers, or documents related to the assistance; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

3. Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the Federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

4. Will comply with the requirements of the assistance awarding agency with regard to the drafting, review and approval of construction plans and specifications.

5. Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

6. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

7. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

8. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards of merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).

9. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based pain in construction or rehabilitation of residence structures.

10. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681 1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29) U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statue(s) under which agreement for Federal assistance is being made; and (j) the requirements of any other nondiscrimination statue(s) which may apply to the agreement.

11. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal and federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.

12. Will comply with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

13. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act(40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327- 333) regarding labor standards for federally-assisted construction sub-agreements.

Initial _____ Date _____

14. Will comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

15. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91- 190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).

16. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

17. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq).

18. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."

19. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations and policies governing this program.

Please fill in the appropriate information and sign.

_____
Type Name of Authorized Official

_____
Title

_____
Sub-recipient Organization

_____
Signature of Authorized Official Date

Initial _____ Date _____

Exhibit C

Certifications

The undersigned, _____ (print), as the authorized official of _____ certifies the following to the best of his/her knowledge and belief.

A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, of modification of any Federal contract, grant, loan, or cooperative agreement.

B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL "Disclosure of Lobbying Activities," in accordance with its instructions

C. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontract, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into, Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

D. As required by Executive Order 12549, Debarment and Suspension, and implemented at 28C.F.R. Part 67, for prospective participants in primary covered transactions, as defined at 28C.F.R. Part 67, Section 67.510. (Federal Certification) The Sub-recipient certifies that it and its principals and vendors:

1. Are not debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency; Sub-recipients can access debarment information by going to *www.epls.gov* and the State Debarred Vendor List *http://www.window.state.tx.us/procurement/prog/vendor_performance/debarred/*.

2. Have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (D)(2) of this certification; and

4. Have not within a three-year period preceding this agreement had one or more public transactions (Federal, State, or local) terminated for cause or default; and

5. Where the sub-recipient is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this agreement. (Federal Certification)

E. The Sub-recipient certifies federal funds will be used to supplement existing funds, and will not replace (supplant) funds that have been appropriated for the same purpose. Sub-recipient may be required to supply documentation certifying that a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

F. Sub-recipient must comply with 2 CFR Part 180 Subpart C as a condition of receiving grant funds, and sub-recipient must require such compliance in any sub-grants or contract at the next tier.

G. Will comply with all applicable requirements of all other federal laws, executive orders, regulations, program and administrative requirements, policies and any other requirements governing this program.

H. Drug-free Workplace Act, as amended, 41 U.S.C. §701 et seq. – Requires the recipient to publish a statement about its drug-free workplace program and give a copy of the statement to each employee (including consultants and temporary personnel) who will be involved in award-supported activities at any site where these activities will be carried out. Also,

Initial _____ Date _____

place(s) where work is being performed under the award (i.e., street address, city, state, and zip code) must be maintained on file. The recipient must notify the Grants Officer of any employee convicted of a violation of a criminal drug statute that occurs in the workplace. For additional information, see 44 CFR Part 17.

I. Understands that failure to comply with any of the above assurances may result in suspension, termination or reduction of grant funds.

Please fill in the appropriate information and sign.

Type Name of Authorized Official

Title

Sub-recipient Organization

Signature of Authorized Official Date

Initial _____ Date _____

Texas Department of Public Safety

2010 Grant Adjustment Notice

for

Hidalgo County

Date of Award

May 24, 2013

1. Sub-Recipient Name and Address	2. Prepared by: Gabbart, Steven	3. Award Number: 10-GA 48215-10
Judge Ramon Garcia Hidalgo County 302 W. University Edinburg, TX 78539	**4. Federal Grant Information**	
	Federal Grant Title:	**Homeland Security Grant Program**
	Federal Grant Award Number:	2010-SS-T0-0008
	Date Federal Grant Awarded to TxDPS:	August 1, 2010
	Federal Granting Agency:	Department of Homeland Security FEMA Grant Programs Directorate

5. Award Amount and Grant Breakdowns

OPSG Award Amount
(Federal)
CFDA: 97.067

$959,426.59

NOTE: Match requirement details can be found in the federal guidance for the grant named in Box 4 above.

Grant Period:

FROM:	TO:
Aug 1, 2010	Apr 30, 2013

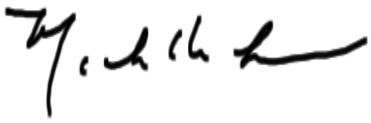
(The SAA Must receive all invoices by the end of grant period)

6. Statutory Authority for Grant: This project is supported under the Department of Homeland Security Appropriations Act of 2010 (Public Law 111-83).

7. Method of Payment: Primary method is reimbursement.

8. Debarment/Suspension Certification: The Sub-Recipient certifies that the sub-recipient and its contractors/vendors are not debarred,suspended, proposed for debarment,en_US declared ineligible or voluntarily excluded by any federal department or agency and do not appear in the Excluded Parties List System at http://www.epls.gov.2.8.9029.0

9. Agency Approval

Approving TxDPS Official:	Signature of TxDPS Official:
Machelle Pharr, Deputy Assistant Director State Administrative Agency Texas Department of Public Safety	

10. Sub-Recipient Acceptance

I have read and understand the attached Terms and Conditions.

Type name and title of Authorized Sub-Recipient official:	Signature of Sub-Recipient Official:

11. Enter Employer Identification Number (EIN) / Federal Tax Identification Number:	12. Date Signed :

13. DUE DATE: **May 31, 2013**

Signed award and Direct Deposit Form (if applicable) must be returned to TxDPS on or before the above due date.

AI-38926 **Sheriff's Office 10. C.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

Approval to process the following Verizon & AT&T invoices as claims with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

AT&T:

Account Number:	Billing Date:	Amount:
512-151-5019-861-4	04-01-2013	$5,333.30
512-151-5019-861-4	05-01-2013	$7,284.71
956-381-7900-050-3	04-09-2013	$1,507.31
956-381-7900-050-3	05-09-2013	$1,545.30

Verizon:

Account Number:	Telephone Number:	Billing Date:	Amount:
10-5492-2826441184-06	956-973-1606-121018	4-16-2013	$207.99

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 1100-423-21-280-002-0-531

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

BUDGETARY IMPACT:

Available funds as of 5/24/13.

Attachments

AT&T BILL DATED 4-1-2013

AT&T BILL DATED 5-1-2013

AT&T BILL DATED 4-9-2013

AT&T BILL DATED 5-9-2013

VERIZON BILL DATED 4-16-2013

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	05/22/2013 04:43 PM
Budget & Management	Obdett Calzada	05/23/2013 11:44 AM
Olga Garza	Olga Garza	05/24/2013 03:08 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Virginia Rodriguez Started On: 05/22/2013 04:22 PM

Final Approval Date: 05/24/2013

COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540 - 1228

Page 1 of 1
Account Number 512 151-5019 861 4
Billing Date Apr 1, 2013

Web Site att.com

#1

at&t

Monthly Statement

P.O. #: 690333
Invoice Received By: VR on: 4-09-13
Good/Services Received By: VR on: 4-11-13
3-1100-423-21-280-002-0- 531

#2 04/01-30/13

Bill-At-A-Glance

Previous Bill	11,746.84
Payment Received 3-16	7,389.25CR
Adjustments pd 4/9 ck# 377935	.00
Past Due - Please Pay Immediately	4,357.59
Current Charges	5,333.30
Total Amount Due	**$9,690.89**
Current Charges Due in Full by	Apr 24, 2013

Plans and Services

Monthly Service - Apr 1 thru Apr 30

Charges for 512 151-5019

1. Monthly Charges	5,301.50
Surcharges and Other Fees	
2. Municipal right-of-way Fee	31.80
Taxes	
3. Federal	.00
4. State and Local	.00
Total Taxes	.00
Total Plans and Services	5,333.30

Billing Summary

Billing Questions? Visit **att.com/billing**

	Page	
Plans and Services	1	5,333.30
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		5,333.30

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $9690.89 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

RECEIVED BY AUDITOR'S OFFICE

News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

Terms and Conditions

CARRIER QUESTIONS
You may contact the Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477 if you believe the local exchange provider or the interexchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

For a complete listing of Terms and Conditions, please refer to:
- The inside of the AT&T White Pages directory, or
- Visit us on the web at att.com/terms

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540 - 1228

Account Number 512 151 5019 861 4
Billing Date May 1, 2013

Web Site att.com

at&t

1604553
VRANGER 5-1513
VRANGER 5-16531
531

Bill-At-A-Glance

Previous Bill	9,690.89
Payment Received 4-13	4,357.59CR
Adjustments	.00
Past Due - Please Pay Immediately	5,333.30
Current Charges	7,284.71
Total Amount Due	**$12,618.01**
Current Charges Due in Full by	May 24, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** Page

Plans and Services	1	7,284.71
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		7,284.71

Plans and Services

Monthly Service - May 1 thru May 31

Charges for 512 151-5019

1. Monthly Charges	6,346.90

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Apr 5, 2013				
(Monthly Charges are Prorated from Apr 5, 2013 through Apr 30, 2013)				
2.	Monthly Service	225		906.01

Surcharges and Other Fees

3. Municipal right-of-way Fee	31.80

Taxes

4. Federal	.00
5. State and Local	.00
Total Taxes	.00
Total Plans and Services	7,284.71

News You Can Use

PREVENT DISCONNECT

Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $12618.01. Also, neglecting payment for other charges, such as long distance, voice mail, Internet®, wireless, and Internet may result in those services being interrupted.

LONG DIST PROVIDERS

Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- LONG DIST PROVIDERS
- NOTICE OF SETTLEMENT

See "News You Can Use" for additional information

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope

DUE BY: May 24, 2013 $12,618.01

Amount After **May 28, 2013** **$12,618.01**

at&t

Past Due Charges - $5,333.30 - Please Pay Immediately
Billing Date May 1, 2013
Date Mailed May 8, 2013

Account Number **512 151-5019 861 4**
Please include your account number on your check

COUNTY OF HIDALGO
DETENTION CTR
PO BOX 1228
EDINBURG TX 78540 - 1228

Make check payable to
AT&T
PO BOX 105414
ATLANTA GA 30348-5414

9765 51215150198614 5000000000000 1520100000053333000001261801

News You Can Use

IMPORTANT NOTICE
INFORMATIONAL BULLETIN REGARDING THIRD-PARTY BILLING
AT&T allows third-party billing for traditional telecommunications providers (such as long-distance, operator services and directory assistance), and AT&T's own affiliates and marketing allies. AT&T takes immediate action to help customers who contact us and report that they may have been billed for unauthorized third-party charges. To dispute a charge, we encourage customers to first deal directly with the third party that originated the charge, whose name and toll-free telephone number are printed on the same bill page as the charge in question. Often, the problem can be resolved with a single telephone call. All customers who call us to report cramming complaints will be issued credits and will not be required to pay AT&T for the disputed charges. (Credits generally appear on customers' bills within one or two months.)

NOTICE OF SETTLEMENT
If your postal mailed bill envelope contains a yellow Class Action Settlement Notice, or if your e-bill contains an insert entitled "Third-Party Billing Class Action - Notice & Forms", that means that AT&T's records indicate that in the past you were charged for Third Party Charges that are the subject of a Class Action Settlement. You should read the Notice carefully to find out about obtaining a settlement payment if you did not authorize the charges. If you have any questions about the Settlement, go to www.ATTthirdpartybillingsettlement.com, email info@ATTthirdpartybillingsettlement.com, or call 1.866.242.0603.

Terms and Conditions

CARRIER QUESTIONS
You may contact the Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477 if you believe the local exchange provider or the interexchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

For a complete listing of Terms and Conditions, please refer to:
the inside of the AT&T White Pages directory, or
[illegible]ms

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3919.019.186990.01.01.0000000 NNNNNNNY 70565.374353

3919.19.862.186990 1 AT 0.384 hn
COUNTY OF HIDALGO
DETENTION CTR.
PO BOX 1228
EDINBURG TX 78540-1228

HIDALGO COUNTY JAIL
PO BOX 1228
EDINBURG TX 78540 - 1228

Account Number 956 381-7900 050 3
Billing Date Apr 9, 2013

Web Site att.com

at&t

e90333
Rodriguez 4-18-13
Rodriguez

Bill-At-A-Glance

Previous Bill	3,017.26
Payment Received 3-16	1,501.87CR
Adjustments	.00
Past Due - Please Pay Immediately	1,515.39
Current Charges	1,507.31
Total Amount Due	**$3,022.70**
Current Charges Due in Full by	May 2, 2013

Billing Summary

Billing Questions? Visit **att.com/billing**

	Page	
Plans and Services	1	1,495.72
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
ZPDI	3	11.59
1 888 510-0734		
Total Current Charges		1,507.31

News You Can Use Summary

- PREVENT DISCONNECT
- 911 EMERGENCY FEE
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Apr 9 thru May 8

Charges for 956 381-7900

1. Monthly Charges		1,270.77

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Apr 1, 2013				
	(Monthly Charges are Prorated from Apr 1, 2013 through Apr 8, 2013)			
2.	Federal Universal Service Fee	2		.27CR

Directory Assistance

411

3.	5 Call(s) billed at $1.99 each	9.95

Local Toll

Item No.	Date	Time	Place Called	Number	Code	Min	
Charges for 956 381-7900							
Itemized Calls							
4.	4-11	1042A	NATL411SVC	956 411-0000			1.99

Charges for 956 381-7900
Directory Assistance Calls

Dialed	411:	5	555:	0
Operator Handled	411:	0	555:	0

Surcharges and Other Fees

5.	Federal Subscriber Line Charge	54.90
6.	911 Fee	25.76
7.	State Cost Recovery Fee	9.92
8.	Federal Universal Service Fee	24.68
9.	Federal End User Port Charge	98.02
Total Surcharges and Other Fees		213.28

Taxes

10.	Federal	.00
11.	State and Local	.00
Total Taxes		.00

Total Plans and Services 1,495.72

Amount Subject to Sales Tax: 9.92

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

DUE BY: May 2, 2013 **$3,022.70**

Amount After **May 6, 2013** **$3,022.70**

at&t

Past Due Charges - $1,515.39 - Please Pay Immediately
Billing Date Apr 9, 2013
Date Mailed Apr 16, 2013

Account Number **956 381-7900 050 3**
Please include your account number on your check

HIDALGO COUNTY JAIL
PO BOX 1228
EDINBURG TX 78540 - 1228

Make check payable to:
AT&T
PO BOX 5001
CAROL STREAM IL 60197-5001

9765 956381790000503 4000000000000 1520100000015153900000302270

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $2954.24 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records indicate that you have selected AT&T Corp. or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as your primary long distance carrier. Please contact us if this does not agree with your records.

911 EMERGENCY FEE
Effective with this bill, AT&T will begin collecting a monthly 9-1-1 surcharge on each voice channel of your PRI service. As a result, the number of 9-1-1 surcharges on your bill may increase. AT&T Texas bills a 911 Emergency Service Fee on services as required by state law. Your payment of this fee finances the 911 emergency services for your area. For questions regarding this change, please call your AT&T Texas representative at the toll free number on your bill.

Terms and Conditions

CARRIER QUESTIONS
You may contact the Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477 if you believe the local exchange provider or the interexchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

For a complete listing of Terms and Conditions, please refer to:
- The inside of the AT&T White Pages directory, or
- Visit us on the web at att.com/terms

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HIDALGO COUNTY JAIL
PO BOX 1228
EDINBURG TX 78540 - 1228

Account Number 956 381-7900 050 3
Billing Date Apr 9, 2013

Questions? 1 888 510-0734

Important Information

This portion of your bill is provided as a service to the company identified above. Please review all charges appearing in this section. If you have any questions or concerns, call the telephone number shown above.

Current Charges

Billed on Behalf of NCIC

Long Distance

Item

No.	Date	Time	Place Called	Number	Code	Min	
Charges for 956 383-8114							
Itemized Calls							
1.	2-06	713P	EDINBURG	TX 956 383-8114	DSB	2.0	6.65
	COLLECT FROM FALFURRIAS TX 361 325-1049						

Itemized Charges and Credits

Item

No.	Date	Description	
Charges for 956 383-8114			
2.	2-06	NCIC-REGULATORY ASSESSMENT FEE	1.99
3.	2-06	NCIC-BILLING COST RECOVERY FEE	2.95
Total Charges for 956 383-8114			4.94
Total Itemized Charges and Credits			4.94
Total for NCIC			**11.59**

Taxes

4.	Federal	.00
5.	State and Local	.00
Total Taxes		**.00**

Key to Calling Codes

B Collect D Day S Station to Station

Total ZPDI **11.59**

HIDALGO COUNTY JAIL
PO BOX 1228
EDINBURG TX 78540 - 1228

Account Number 956 381-7900 050 3
Billing Date May 9, 2013

Web Site att.com

at&t

1690333
VRodriguez S-2043
VRodriguez S-9 to 6-8
S31

Bill-At-A-Glance

Previous Bill	3,022.70
Payment Received 4-13	1,515.39CR
Adjustments	.00
Past Due - Please Pay Immediately	1,507.31
Current Charges	1,545.30
Total Amount Due	**$3,052.61**
Current Charges Due in Full by	Jun 3, 2013

Billing Summary

Billing Questions? Visit att.com/billing

	Page	
Plans and Services	1	1,495.99
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
MCI	3	37.72
1 800 770-2260		
ZPDI	4	11.59
1 888 510-0734		
Total Current Charges		1,545.30

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT

See "News You Can Use" for additional information

Plans and Services

Monthly Service - May 9 thru Jun 8

Charges for 956 381-7900

1.	Monthly Charges	1,270.77

Directory Assistance

411

2.	4 Call(s) billed at $1.99 each	7.96

Local Toll

Item No.	Date	Time	Place Called	Number	Code	Min	
Charges for 956 381-7900							
Itemized Calls							
3.	4-30	200A	DA CL COMP	956 787-3300		1	.00
4.	5-10	1246A	411BUSSRCH	956 411-0000	0		1.99
5.	5-13	1017A	NATL411SVC	956 411-0000			1.99
Total Itemized Calls							3.98

Charges for 956 381-7900
Directory Assistance Calls

Dialed	411:	4	555:	0
Operator Handled	411:	0	555:	0

Total Charges for 956 381-7900 3.98

Key to Calling Codes
0 Oper-Dial Rates

Total Local Toll 3.98

Surcharges and Other Fees

6.	Federal Subscriber Line Charge	54.90
7.	911 Fee	25.76
8.	State Cost-Recovery Fee	9.92
9.	Federal Universal Service Fee	24.68
10	Federal End User Port Charge	98.02
Total Surcharges and Other Fees		213.28

Taxes
11 Federal .00
12 State and Local .00
Total Taxes .00

Total Plans and Services 1,495.99
Amount Subject to Sales Tax 9.92

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

DUE BY: Jun 3, 2013 $3,052.61

Amount After Jun 5, 2013 $3,052.61

at&t

Past Due Charges - $1,507.31 - Please Pay Immediately
Billing Date May 9, 2013
Date Mailed May 16, 2013
Account Number 956 381-7900 050 3
Please include your account number on your check

HIDALGO COUNTY JAIL
PO BOX 1228
EDINBURG TX 78540 - 1228

Make check payable to:
AT&T
PO BOX 5001
CAROL STREAM IL 60197-5001

9765 956381790000503 8000000000000 1520100000015073100000305261

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $2979.21 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records indicate that you have selected AT&T Corp.
or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as
your primary long distance carrier. Please contact us if this does not agree with your records.

IMPORTANT NOTICE
INFORMATIONAL BULLETIN REGARDING THIRD-PARTY BILLING
AT&T allows third-party billing for traditional telecommunications providers (such as long-distance, operator services and directory assistance), and AT&T's own affiliates and marketing allies. AT&T takes immediate action to help customers who contact us and report that they may have been billed for unauthorized third-party charges. To dispute a charge, we encourage customers to first deal directly with the third party that originated the charge, whose name and toll-free telephone number are printed on the same bill page as the charge in question. Often, the problem can be resolved with a single telephone call. All customers who call us to report cramming complaints will be issued credits and will not be required to pay AT&T for the disputed charges. (Credits generally appear on customers' bills within one or two months.)

NOTICE OF SETTLEMENT
If your postal mailed bill envelope contains a yellow Class Action Settlement Notice, or if your e-bill contains an insert entitled "Third-Party Billing Class Action - Notice & Forms", that means that AT&T's records indicate that in the past you were charged for Third Party Charges that are the subject of a Class Action Settlement. You should read the Notice carefully to find out about obtaining a settlement payment if you did not authorize the charges. If you have any questions about the settlement, go to www.att3rdpartybillingsettlement.com, email att3rdpartybillingsettlement.com, or call 1.866.242.0603.

Terms and Conditions

...Utility Commission of Texas, Office of Customer ... Austin, TX 78711-2326, 1-512-936-7120 or toll-free in ... at 1-888-782-8477 if you believe the local exchange provider or the ...exchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

For a complete listing of Terms and Conditions, please refer to:
- The inside of the AT&T White Pages directory, or
- Visit us on the web at att.com/terms

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7007.018.165146.01.02.0000000 NNNNNNYY 28883.330651

7007.18.780.165146 2 AT 0.384 hn
HIDALGO COUNTY JAIL
PO BOX 1228
EDINBURG TX 78540-1228

Important Information

This portion of your bill is provided as a service to the company identified above. Please review all charges appearing in this section. If you have any questions or concerns, call the telephone number shown above.

Current Charges

Long Distance

Item No.	Date	Time	Place Called	Number	Code	Min	
Charges for 956 383-8114							
Itemized Calls							
1.	3-31	304P	EDINBURG TX	956 383-8114	ROB	6.0	37.72
	COLLECT FROM MEXICO			52555389709			

Taxes

2.	Federal	.00
3.	State and Local	.00
Total Taxes		.00

Key to Calling Codes

B Collect O Oper-Dial Rates R Standard

Total MCI **37.72**

Important Information

This portion of your bill is provided as a service to the company identified above. Please review all charges appearing in this section. If you have any questions or concerns, call the telephone number shown above.

Current Charges

Billed on Behalf of NCIC

Long Distance

Item

No.	Date	Time	Place Called	Number	Code	Min	
Charges for 956 383-8114							
Itemized Calls							
1.	3-24	1134A	EDINBURG	TX 956 383-8114	DSB	6.0	6.65
			COLLECT FROM FALFURRIAS	TX 361 325-1050			

Itemized Charges and Credits

Item

No.	Date	Description	
Charges for 956 383-8114			
2.	3-24	NCIC-REGULATORY ASSESSMENT FEE	1.99
3.	3-24	NCIC-BILLING COST RECOVERY FEE	2.95
Total Charges for 956 383-8114			4.94
Total Itemized Charges and Credits			4.94
Total for NCIC			11.59

Taxes

[illegible] Total

[illegible] State and Local

Total Taxes

Summary by Calling Codes

[illegible] Collect [illegible] DSV [illegible] Station to Station

Total ZPDI **11.59**

verizon

Telephone Number : 956 973-1606 121018
Account Number: 10 5492 2826441184 06
How to Reach Us : See page 2

HIDALGO COUNTY SHERIFF'S OFC

Account Summary

Previous Charges	$ 1,261.29
Payment(s) received. Thank you.	– 1,261.29
Balance	**$ .00**

New Charges

Verizon (page 3)	$ 207.99
Total New Charges Due May 11, 2013	**$ 207.99**

To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before May 16, 2013.

Total Due	**$ 207.99**

P.O. #: n/a
Invoice Received By:
VRodriguez on: 4-29-13
Good/Services Received By:
VRodriguez on: 4-16 to 5-15
3-1100-423-21-280-0-0360-531

Mail Payments To:
VERIZON SOUTHWEST PO BOX 920041, DALLAS TX 75392-0041

Change of billing address?
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2826441184 06
New Charges Due: May 11, 2013
Total Due: $ 207.99

210*HBRDA1
00001823 3S0000011559
10-TX 5492
9569731606 20121018

041613

Amount Paid :

$ ☐☐☐.☐☐

00001823 01 MB 0.405 SW041611 0008
HIDALGO COUNTY SHERIFF'S OFC
ATTN: JUAN TAPIA
711 EL CIBOLO ROAD
EDINBURG TX 78542-0471

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

10 5492 2826441184 06N00000000000 00000020799 05

How to Reach Us

Billing Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Order Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Online billing and payment	enterprisecenter.verizon.com		24 hours a day
Repair	enterprisecenter.verizon.com	1-888-875-4144	24 hours a day
Pay By Phone Service*	(third party fee applies)	1-800-345-6563	24 hours a day
Payment Arrangements		1-800-440-8052	7:00am-6:00pm CST M-F

* Pay by Phone Service - This service is optional and provided by an independent third party vendor for a fee.

For Your Information

Previous Payments
If you sent a payment that we did not receive in time to be reflected on this bill, please deduct that amount before sending payment. To check whether your payment has been received, call the Billing Questions number above.

Returned Payment
If your payment is returned for any reason, Verizon will resubmit it electronically. A charge may apply for each payment returned.

Past Due Amounts
The due date on your bill only applies to New Charges. Any past due amount should be paid immediately.

Service Suspension for Non-Payment
Based on state regulatory and notice requirements, once your bill is past due, some or all of your service may be suspended. Charges may apply to suspend and reconnect service. A deposit to reestablish service may also be required.

TX Slamming & Cramming
If you think you have been slammed, (your long distance service switched without your permission) or crammed (charged for services that you did not authorize), please contact us. If we do not resolve your problem, you may write the Public Utility Commission of Texas, c/o Office of Consumer Protection, PO Box 13326, Austin, TX 78711-3326, email at (customer@puc.state.tx.us) or call 512-936-7120 (toll free in Texas 1-888-782-8477). TTY service available on 512-936-7136.

Consumer Information
For important consumer information see the Customer Guide in your Verizon White pages.

Automatic Bill Payment Enrollment for Account:

Enroll at verizon.com, or complete 4 steps below to authorize and instruct your financial institution to deduct the amount of your monthly telephone bill from your checking account and remit directly to Verizon. This also enrolls you in Paperless billing. To discontinue Automatic Bill Payment, you must call Verizon.

1. Check box **2. Sign here** **3. Put date here**

☐

4. Print email address here

Go Green! Go Paperless Billing! Pay Electronically!

PAYMENTS

1	Payment Received on Mar 25.	CR 185.85
2	Payment Received on Mar 25.	CR 195.98
3	Payment Received on Mar 25.	CR 484.41
4	Payment Received on Mar 29.	CR 186.53
5	Payment Received on Apr 18.	CR 208.52
	Payment(s) applied to previous charges. **Total**	**CR $ 1,261.29**

MONTHLY LOCAL SERVICE - REGULATED (Apr 16 to May 15)

BASIC LOCAL SERVICE CHARGE

	Description	Qty	Unit Rate	
6	Federal Access Recovery Charge	4	.86	3.44
7	Business Line	4	36.95	147.80
8	Federal Subscriber Line Charge	4	7.38	29.52
			Subtotal	180.76
	Total			**$ 180.76**

MISCELLANEOUS CHARGES AND CREDITS

9	Late payment charge on $198.39	9.92
	Total	**$ 9.92**

REGULATED SERVICE TAXES AND SURCHARGES

10	Cost of service surcharge	.26
11	Texas Universal Service	6.37
12	9-1-1 Equalization Fee	.24
13	9-1-1 Fee	2.00
14	Federal Universal Service Fee	8.44
	Total	**$ 17.31**
	Verizon regulated charges	***$ 207.99***
	Total Verizon charges	***$ 207.99***

ITEMIZATION OF TELEPHONE NUMBERS:

Listed below are the telephone numbers included with this billing:

956 973-1606 956 973-1629 956 973-1634 956 973-1704

Should you have any questions, please contact Verizon by using the telephone number listed on page two of your bill.

Your information

Bankruptcy Information

If you are or were in bankruptcy, this statement may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts, they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

Payment by Check

Paying by check authorizes check processing or use of the check information for a one-time electronic fund transfer from your account. For all payments using bank account information, we may retain the information to send you electronic refunds or enable your future electronic payments to us (to opt out, call 1-888-500-5358).

Verizon Surcharges

Verizon's Surcharges include (i) a Federal Universal Service Charge applicable to local services that helps pay for the costs of providing and maintaining the local phone network; (ii) a Long Distance Access Charge to help defray the cost of access charges and fees that local exchange companies assess on us or our agents for state to state and international calling; (iii.) a Federal Universal Service Charge applicable to interstate and international services to recover fees imposed on us by the government to support universal service, and; (iv) a Carrier Cost Recovery Charge applicable to long distance customers that helps defray various charges we pay for state to state and international calling such as those for government number administration, local number portability, regulatory fees, and charges we or our agents must pay to terminate calls on other networks. Please note that these are

For Your Information

Verizon charges, not taxes. These charges, and what is included in these charges, are subject to change from time to time. For additional information regarding the charges on your Verizon bill, please visit verizon.com or call the number listed on your bill.

April is National Safe Digging Month
Call before you dig! 811 is the FREE nationwide number designated to protect diggers from hitting an underground utility line. Call 811 several days before digging to have underground utilities marked to avoid disrupted service, serious injury or possible fines.

Important Information Regarding Telecommunications Relay Service (TRS)
TRS provides an operator to telephone users who use text telephones (TTY) or web capable devices (WCD) because they are deaf, hard of hearing, or speech disabled. From payphones, TRS local calls are free; toll calls must be billed to calling cards, prepaid cards (PPC), collect or third party billing. PPC information is available online at fcc.gov/cgb/consumerfacts/prepaidcards.html.
Available TRS methods are explained below. TRS is provided 24 hours a day, 365 days per year with no time limits. For further information call TRS, visit TRS web site, or read the explanation available in telephone books.
1. To call a TTY user, dial TRS at 711. A Communications Assistant (CA) will place your call and type your spoken words for the TTY user. The CA will read to you the messages the TTY user sends you. Calls are private, confidential and uncensored. While there is no charge to TRS users for TTY, regular phone charges do apply.
2. Speech-to-Speech Service (STS) is another form of TRS available by calling 711. The CA can assume an active or passive role in repeating the conversation and follows the same guidelines as with TTY calls.
3. IP Relay Service is a form of TRS which relays calls from a WCD. A CA follows the TTY call guidelines.
To use IP Relay:
(a) connect a WCD to an Internet Service Provider;
(b) type in your TRS IP Internet address;
(c) enter your 10 digit presubscribed number; and
(d) select your preferred relay operator's icon.
4. Video Relay Service (VRS) relays calls for those using sign language. VRS information is available at fcc.gov/guides/video-relay-services or by calling TRS.
5. TRS providers offer Captioned Telephone Service (CTS) which is accessed with [illegible] and available to persons with some residual hearing.

You Can Block Third Party Billing to Your Verizon Bill.
For more information, visit verizon.com/blocking or call us at the number listed on your bill.

AI-38856 **Health & Human Services Dept. 11. B.**

CC REGULAR

Meeting Date: 05/28/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to process the following AT&T invoice as a claim with authority for County Treasurer to issue check for auditing procedures are completed by County Auditor.

Vendor	Account #	Billing Date	Amount
AT&T	857868885	March 14 - April 15	$57.35

BACKGROUND

Invoice to be paid as claim because phone line is not under DIR contract.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-444-00-240-001-0-531

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

BUDGETARY IMPACT:

PO# 688502 has available funds.

Attachments

april

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/21/2013 11:52 AM
Obdett Calzada	Obdett Calzada	05/24/2013 02:38 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Dairen Sarmiento Started On: 05/20/2013 09:27 AM

Final Approval Date: 05/24/2013

at&t

COUNTY OF HIDALGO INDINGENT
1304 S 25TH AVE
EDINBURG TX 78542-7205

RECEIVED
APR 29 2013
Hidalgo County Human Services

Invoice BAN: 857868885
Statement Date: 04/16/2013

Amount of Last Bill	Payments Applied through 04/10/2013	Adjustments Applied to Balance Due	*Balance from Previous Bill	Current Charges Due by 05/31/2013	TOTAL AMOUNT DUE
130.92	75.27CR	0.00	55.65	57.35	113.00

Bill Summary for COUNTY OF HIDALGO INDINGENT

Previous Charges and Credits

Amount of Last Bill		130.92
Payments Applied through 04/10/2013 - See Account Summary (Invoice BAN)		75.27CR
Adjustments Applied to Balance Due		
AT&T Long Distance	0.00	
Total Adjustments Applied to Balance Due		0.00
***Balance from Previous Bill**		55.65

Invoice Received by: Janette Date 4-29-13
Goods/Services Received by: Daren Date 4-16-13
13-1100-444-00-240-001-0- 531
Payment Amount $ 57.35
PO# 688502

Daren Sarmiento

Current Charges		
AT&T Long Distance		57.35
Total Current Charges Due by 05/31/2013		57.35
Total Amount Due		113.00

*Balance from Previous Bill Detail

Charges due by 04/30/13	55.65
Total Balance from Previous Bill	55.65

Helpful Numbers

For Billing Questions	1-877-366-3200
For Repair Service	1-800-580-6576
For Payment Arrangements	1-888-851-1116
To Place an Order	1-877-366-3200

Return this portion with check payable to **AT&T Long Distance**

Please include this number with your check 857868885-7

Past Due Amount-Please Pay Immediately	Total Billed Amount	Amount Enclosed
$0.00	**$113.00**	

Invoice BAN: 857868885

8675.1.11.3435 2 MB 0.405 es

COUNTY OF HIDALGO INDINGENT
1304 S 25TH AVE
EDINBURG TX 78542-7205

Mail Payment To:
AT&T LONG DISTANCE
PO BOX 5017
CAROL STREAM IL 60197-5017

71OOLOOOOOOOOOOOOOO857868885700000000001130000000b

AI-38855 **11. C.**

CC REGULAR

Meeting Date: 05/28/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Approval to process payment of claim for telephone services (ATT vendor # 328626) for Edinburg Clinic $1,073.34
(May 1 - May 31)

2. Approval to process credit for telephone services (ATT vendor # 328626) for Edinburg Clinic -$1,033.00
(May 1)

BACKGROUND

Account # 512 141 5012 417 5

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-444-00-240-001-0-531

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

BUDGETARY IMPACT:

PO# 688501 available balance as of 5-22-13 $4,297.35

Attachments

May 1

May 10

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/21/2013 11:51 AM
Manuel Chapa	Manuel Chapa	05/24/2013 03:09 PM
Auditor's Office	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Dairen Sarmiento Started On: 05/20/2013 09:16 AM

Final Approval Date: 05/24/2013

HIDALGO COUNTY
EDINBURG OFC DEPT INDGNT
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Account Number 512 141-5012 417 5
Billing Date May 1, 2013
Web Site att.com

at&t

RECEIVED
MAY 10 2013
Hidalgo County Human Services

Monthly Statement

Bill-At-A-Glance

Previous Bill	2,481.24
Payment Received 4-19	1,471.70CR
Adjustments	.00
Past Due - Please Pay Immediately	1,009.54
Current Charges	1,073.34
Total Amount Due	**$2,082.88**
Current Charges Due in Full by	May 24, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** **Page**

Plans and Services	1	1,073.34

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

Total Current Charges **1,073.34**

Invoice Received by: AICIA Date 5-10-13
Goods/Services Received by: Darien Date 5-1-13
12 -1100-444-00-240-001-0- 531
Payment Amount $ 107334
PO# 688501

Darien Sarmiento

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT

See "News You Can Use" for additional information

Plans and Services

Monthly Service - May 1 thru May 31
Charges for 512 141-5012

1. Monthly Charges		1,033.00

Additions and Changes to Service
This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Apr 3, 2013				
	(Monthly Charges are Prorated from Apr 3, 2013 through Apr 30, 2013)			
2.	Monthly Service	2		30.80
Surcharges and Other Fees				
3.	Municipal right-of-way Fee			9.54
Taxes				
4.	Federal			.00
5.	State and Local			.00
Total Taxes				.00

Total Plans and Services **1,073.34**

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $2082.88 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records show that you have not selected a primary local toll or long distance carrier. Please contact us if this does not agree with your records.

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

Return bottom portion with your check in the enclosed envelope.

DUE BY: May 24, 2013 **$2,082.88** Amount After May 28, 2013 $2,082.88

HIDALGO COUNTY
EDINBURG OFC DEPT INDGNT
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Page 1 of 2
Account Number 512 141-5012 417 5
Billing Date May 10, 2013
Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	2,082.88
Payment Received 5-03	1,009.54CR
Adjustments	.00
Past Due - Please Pay Immediately	1,073.34
Current Charges	1,033.00CR
Total Amount Due	**$40.34**
Current Charges Due in Full by	May 30, 2013

FINAL BILL

Billing Summary

Billing Questions? Visit **att.com/billing** Page

Plans and Services	1	1,033.00CR

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

Total Current Charges 1,033.00CR

RECEIVED
Hidalgo County Health
& Human Services
MAY 17 2013
1304 S. 25th Ave
Edinburg, Texas 78542

Invoice Received by: [illegible] Date 5-17-13
Goods/Services Received by: [illegible] Date 5-10-13
13 -1100-444-00-240-001-0- 531
Payment Amount $ _____
PO# _____

News You Can Use Summary

- FINAL BILL
- NOTICE OF SETTLEMENT
- IMPORTANT NOTICE
- COLLECTION POLICY

See "News You Can Use" for additional information

Plans and Services

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on May 1, 2013				
Order No. D294132				
CKT No. 38.DHXS.430560..SW				
Services Disconnected				
(Monthly Charges were Billed in Advance and are Prorated from May 2, 2013 through May 31, 2013)				
1.	Mileage-Digital Local Ch @1.5M	2	693.00CR	693.00CR
2.	Clear Channel Capability	2	60.00CR	60.00CR
Total CKT No. 38.DHXS.430560..SW				753.00CR
Total Order No. D294132				753.00CR
Order No. C778797				
CKT No. 38.DHXS.432588..SW				
Services Removed				
(Monthly Charges were Billed in Advance and are Prorated from May 2, 2013 through May 31, 2013)				
3.	Mileage - MegaLink® Digital Interoffice Facility @ 1.544M	1	60.00CR	60.00CR
4.	Mileage-Digital Local Ch @1.5M	2	220.00CR	220.00CR
Total CKT No. 38.DHXS.432588..SW				280.00CR
Total Order No. C778797				280.00CR
Total Additions and Changes to Service				**1,033.00CR**

Taxes

5.	Federal	.00
6.	State and Local	.00
Total Taxes		**.00**

Total Plans and Services 1,033.00CR

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

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Printed on Recyclable Paper

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Total Amount DUE BY May 30, 2013 **$40.34**

News You Can Use

IMPORTANT NOTICE
INFORMATIONAL BULLETIN REGARDING THIRD-PARTY BILLING
AT&T allows third-party billing for traditional telecommunications providers (such as long-distance, operator services and directory assistance), and AT&T's own affiliates and marketing allies. AT&T takes immediate action to help customers who contact us and report that they may have been billed for unauthorized third-party charges. To dispute a charge, we encourage customers to first deal directly with the third party that originated the charge, whose name and toll-free telephone number are printed on the same bill page as the charge in question. Often, the problem can be resolved with a single telephone call. All customers who call us to report cramming complaints will be issued credits and will not be required to pay AT&T for the disputed charges. (Credits generally appear on customers' bills within one or two months.)

NOTICE OF SETTLEMENT
If your postal mailed bill envelope contains a yellow Class Action Settlement Notice, or if your e-bill contains an insert entitled "Third-Party Billing Class Action - Notice & Forms", that means that AT&T's records indicate that in the past you were charged for Third Party Charges that are the subject of a Class Action Settlement. You should read the Notice carefully to find out about obtaining a settlement payment if you did not authorize the charges. If you have any questions about the Settlement, go to www.ATTthirdpartybillingsettlement.com, email info@ATTthirdpartybillingsettlement.com, or call 1.866.242.0603.

COLLECTION POLICY
As a customer in the process of disconnecting service, you have received your final bill. It is IMPORTANT that you pay the final balance no later than the DUE BY date. Otherwise, if it later becomes necessary to pursue collection efforts, you may also be responsible for costs associated with those efforts. If you have any questions, please contact us at the toll-free number on your bill. AT&T appreciates your business and we look forward to doing business with you in the future.

FINAL BILL
This is your final bill for telephone service and reflects all charges applied to your account through May 7 . Payment in full of this bill is due upon receipt. If payment cannot be made, please contact the business office on 1.800.288.2020 to arrange a satisfactory payment plan. Calling cards issued for this account are now void and should be destroyed. Third number calls may not be charged to this account.
Thank you for the opportunity to serve you.

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AI-38848 **Health & Human Services Dept. 11. D.**

CC REGULAR

Meeting Date: 05/28/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Approval to process payment of claim for telephone services (ATT Vendor # 278378) for Mission Clinic $1,626.83 (April 11-May 10) with authority for Hidalgo County Treasurer to issue payment after auditing procedures are completed by the County Auditor.

2. Approval to process credit for telephone services (ATT Vendor # 278378) for Mission Clinic $-347.37 (May 11 - June 10) with authority for Hidalgo County Treasurer to issue payment after auditing procedures are completed by the County Auditor.

Acct# 956 581 8596 751 1

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-444-00-240-001-0-531

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

BUDGETARY IMPACT:

Available funds as of 05/24/13.

Attachments

april

may

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/21/2013 11:51 AM
Olga Garza	Olga Garza	05/24/2013 02:18 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Dairen Sarmiento Started On: 05/17/2013 04:33 PM

Final Approval Date: 05/24/2013

HIDALGO CNTY HLTH DEPT
MISSION OFFICE
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Page 1 of 2
Account Number 956 581-8596 751 1
Billing Date Apr 11, 2013

Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	3,102.03
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	3,102.03
Current Charges	1,626.83
Total Amount Due	**$4,728.86**
Current Charges Due in Full by	May 6, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** Page

Plans and Services	1	1,626.83

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

Total Current Charges 1,626.83

RECEIVED
Hidalgo County Health
& Human Services Department
APR 19 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Invoice Received by:
Darren S Date 4-19-13
Goods/Services Received by:
Darren S Date 4-11-13
13-1100-444-00-240-001-0-531
Payment Amount $ 1626.83
PO# 688501
Darren Sarmiento

News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Apr 11 thru May 10

Charges for 956 581-8596	
1. Monthly Charges	1,511.20
2. Basic Local Service - Business	20.85
Total Charges for 956 581-8596	1,532.05
Charges for 956 581-9290	
3. Monthly Charges	6.80
4. Basic Local Service - Business	20.85
Total Charges for 956 581-9290	27.65
Charges for 956 581-9459	
5. Monthly Charges	6.80
6. Basic Local Service - Business	20.85
Total Charges for 956 581-9459	27.65
Total Monthly Service	**1,587.35**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Apr 1, 2013				
(Monthly Charges are Prorated from Apr 1, 2013 through Apr 10, 2013)				
7.	Federal Universal Service Fee	1		.01CR
8.	Federal Universal Service Fee	1		.01CR
9.	Federal Universal Service Fee	1		.01CR
Activity on Apr 3, 2013				
(Monthly Charges are Prorated from Apr 3, 2013 through Apr 10, 2013)				
10.	Monthly Service	14		18.51
Total Additions and Changes to Service				**18.48**

Surcharges and Other Fees

11. Federal Subscriber Line Charge	16.47
12. 911 Fee	1.68
13. Federal Universal Service Fee	2.85
Total Surcharges and Other Fees	**21.00**

Taxes

14. Federal	.00
15. State and Local	.00
Total Taxes	**.00**

Total Plans and Services 1,626.83

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

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att.com

DUE BY: May 6, 2013 $4,728.86 Amount After May 8, 2013 $4,728.86

HIDALGO CNTY HLTH DEPT
MISSION OFFICE
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Account Number 956 581-8596 751 1
Billing Date May 11, 2013

Web Site att.com

Bill-At-A-Glance

Previous Bill	4,728.86
Payment Received 5-03	3,102.03CR
Adjustments	.00
Past Due - Please Pay Immediately	1,626.83
Current Charges	347.37CR
Total Amount Due	$1,279.46
Current Charges Due in Full by	Jun 5, 2013

Billing Summary

Billing Questions? Visit **att.com/billing**

	Page	
Plans and Services	1	347.37CR
1 800 770-2260		
Payment Arrangements:		
1 800 924-1743		
Service Changes:		
1 800 321-2000		
Repair Services:		
1 800 286-8313		
Total Current Charges		347.37CR

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT

See "News You Can Use" for additional information

Plans and Services

Monthly Service - May 11 thru Jun 10

Charges for 956 581-8596	
1. Monthly Charges	6.80
2. Basic Local Service - Business	20.85
Total Charges for 956 581-8596	27.65
Charges for 956 581-9290	
3. Monthly Charges	6.80
4. Basic Local Service - Business	20.85
Total Charges for 956 581-9290	27.65
Charges for 956 581-9459	
5. Monthly Charges	6.80
6. Basic Local Service - Business	20.85
Total Charges for 956 581-9459	27.65
Total Monthly Service	**82.95**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on May 1, 2013				
Order No. C782890				
CKT No. 38.DHXS.430558..SW				
Services Removed				
(Monthly Charges were Billed in Advance and are Prorated from May 2, 2013 through May 10, 2013)				
7.	Mileage - MegaLink® Digital Interoffice Facility @ 1.544M	12	751.40CR	225.42CR
8.	Mileage-Digital Local Ch @1.5M	2	693.00CR	207.90CR
9.	Clear Channel Capability	2	60.00CR	18.00CR
Total CKT No. 38.DHXS.430558..SW				451.32CR
Total Order No. C782890				451.32CR
Total Additions and Changes to Service				**451.32CR**

Surcharges and Other Fees

10. Federal Subscriber Line Charge	16.47
11. 911 Fee	1.68
12. Federal Universal Service Fee	2.85
Total Surcharges and Other Fees	**21.00**

Taxes

13. Federal	.00

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Return bottom portion with your check in the enclosed envelope.

DUE BY: Jun 5, 2013 **$1,279.46**

Amount After **Jun 7, 2013** **$1,279.46**

Past Due Charges - $1,626.83 - Please Pay Immediately
Billing Date May 11, 2013
Date Mailed May 20, 2013

Account Number **956 581-8596 751 1**
Please include your account number on your check

HIDALGO CNTY HLTH DEPT
MISSION OFFICE
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Make check payable to:
AT&T
PO BOX 5001
CAROL STREAM IL 60197-5001

9765 956581859675 11 9000000000000 15201000000162683000000127946

Plans and Services

Taxes - Continued

1. State and Local	.00
Total Taxes	**.00**

Total Plans and Services 347.37CR

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $1243.10. Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records indicate that you have selected AT&T Corp.
or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as
your primary long distance carrier. Please contact us if this does not agree with your records.

IMPORTANT NOTICE
INFORMATIONAL BULLETIN REGARDING THIRD-PARTY BILLING
AT&T allows third-party billing for traditional telecommunications providers (such as long-distance, operator services and directory assistance), and AT&T's own affiliates and marketing allies. AT&T takes immediate action to help customers who contact us and report that they may have been billed for unauthorized third-party charges. To dispute a charge, we encourage customers to first deal directly with the third party that originated the charge, whose name and toll-free telephone number are printed on the same bill page as the charge in question. Often, the problem can be resolved with a single telephone call. All customers who call us to report cramming complaints will be issued credits and will not be required to pay AT&T for the disputed charges. (Credits generally appear on customers' bills within one or two months.)

NOTICE OF SETTLEMENT
If your postal mailed bill envelope contains a yellow Class Action Settlement Notice, or if your e-bill contains an insert entitled "Third-Party Billing Class Action - Notice & Forms", that means that AT&T's records indicate that in the past you were charged for Third Party Charges that are the subject of a Class Action Settlement. You should read the Notice carefully to find out about obtaining a settlement payment if you did not authorize the charges. If you have any questions about the Settlement, go to www.ATTthirdpartybillingsettlement.com, email info@ATTthirdpartybillingsettlement.com, or call 1.866.242.0603.

Terms and Conditions

CARRIER QUESTIONS
You may contact the Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477 if you believe the local exchange provider or the interexchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

For a complete listing of Terms and Conditions, please refer to:
- The inside of the AT&T White Pages directory, or
- Visit us on the web at att.com/terms

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AI-38671 **Health & Human Services Dept. 11. E.**

CC REGULAR

Meeting Date: 05/28/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to apply for grant funding in the amount of $2,500.00 from the U. S. Department of Health & Human Services- Office of Minority Health. The funding will help promote Hidalgo County Diabetes Day awareness.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1293-441-00-340-057-X-XXX

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

BUDGETARY IMPACT:

No local matching funds required.

Attachments

Proposal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/08/2013 04:27 PM
Manuel Chapa	Manuel Chapa	05/23/2013 02:14 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Mike Escaname Started On: 05/08/2013 04:07 PM

Final Approval Date: 05/24/2013

HIDALGO COUNTY HEALTH & HUMAN SERVICES
HidalGO FIT Diabetes Day

I. Organizational Background

1. Provide a brief background description of the organization (include history, mission and vision.

Hidalgo County Health & Human Services (HCHHS) mission is to promote health and prevent disease in our community. Our vision is to reduce health disparities and improve the quality of life for all residents of Hidalgo County. HCHHS is committed to the medically underserved populations that live in rural colonias. HCHHS is a local government health department located in Hidalgo County, Texas that leads an array of public health initiatives along the US/Mexico Border. Hidalgo County is the 7th largest populated county in Texas, according Hidalgo County Quick Facts by the US Census Bureau, with 90.7% of Hispanic descent. Hidalgo County, Texas has the largest number of colonias in the state. The Office of the Texas Secretary of State defines a colonia as "a residential area along the Texas-Mexico border that may lack some of the most basic living necessities, such as potable water and sewer systems, electricity, paved roads, and safe and sanitary housing." (2012). In addition, Hidalgo County has the fastest growing metropolitan area, McAllen-Edinburg-Mission Metropolitan Statistical Area (MSA) in the United States. HCHHS is under the direction of Chief Administrative Officer, Mr. Eduardo Olivarez B.S., with over 20 years of experience in public health service administration. HCHHS has several Divisions, including Clinical (Comprehensive Health Services, Tuberculosis (TB) Program and Immunization Program), Human Services, Environmental Program (Health Inspectors, On-Site Sewage Facility Inspectors, Vector Control and Animal Control), and Public Health Emergency Preparedness (Epidemiology, Bio-surveillance, Public Health Emergency Preparedness & Response). Medical oversight for all HCHHS operations is directed by Dr. Ivan Melendez, M.D., M.B.A., Chief Medical Authority for Hidalgo County and Lydia Serna, R.N., Director of Nurses, with over 50 combined years of experience in public health service administration.

2. Provide a brief background on the Health issue to include demographic information of the population.

Obesity is a major pubic health issue in Hidalgo County, with 38.1% of adults with a BMI of 30 or greater, compared to Texas at 29.5%, according to Texas Department of State Health Services (DSHS) 2007 Data. In March of 2012, the Gallup-Healthways Well-Being Index ranked the McAllen-Edinburg-Mission MSA (located in Hidalgo County) as the "fattest" metro area in the United States, with an obesity rate of 38.8% and annual obesity-related costs at $410.9 million (cnbc.com). Complications associated with obesity include diabetes, cardiovascular disease, high blood pressure, high cholesterol, stroke and loss of mobility to perform daily tasks. The Diabetes Care Project – South Texas Initiative website states that an estimated 76,000 people in the Rio Grande Valley (includes Hidalgo, Cameron, Starr and Willacy Counties) have diabetes; and predicts that 3 in 5 people with diabetes will visit an emergency room or the hospital each year related to diabetes complications. Every year, approximately $720 million is spent on diabetes care in Cameron, Hidalgo, Starr and Willacy counties; with the average yearly cost of diabetes care in the Rio Grande Valley at $9,480 per person (http://www.diabetescareproject.org/did-you-know-that-in-south-texas.html). These costs are extemely high for the majority of our population. The per-capita, past 12-month income in Hidalgo County is $13,821 vs. Texas at $25,548 (http://quickfacts.census.gov/qfd/states/48/48215.html). According to local hospitals, 47% of county residents are uninsured or underinsured to the point of not being able to obtain proper medical care, compared to the Texas rate of uninsured at 24% and the national rate at 15.8%. The Hidalgo County

percent of residents living below the poverty rate (Census 2010) is 35.3%, more than double the Texas rate of 17.0%. 2001-2007 statistics data compiled by the Texas DSHS reveals that Hidalgo County, Texas (McAllen-Edinburg-Mission MSA) has alarming prevalence rates of diabetes (13.3%), obesity (38.1%), poor nutrition (81.0%), high blood cholesterol (39.3%), sedentary lifestyle (36.0%), cardiovascular disease (8.7%) and stroke (3.3%) – all higher than the State of Texas prevalence rates. This funding will offer the education, knowledge, and training needed to empower the community to make healthy choices for life and reduce diabetes prevalence, diabetes complications and diabetes expenditure rates in Hidalgo County.

II. Proposed Project Description

1. The HidalGO FIT program is a Hidalgo County Health & Human Services Department (HCHHS) county-wide initiative to promote healthy living to the adult community. If funded HCHHS plans to coordinate HidalGO FIT Diabetes Day, in celebration of World Diabetes Day in November 2013 for Hidalgo County employees, their families and the community.
2. HidalGO FIT Diabetes Day will: (1) demonstrate the negative implications associated with uncontrolled diabetes; (2) advance Hidalgo County's movement towards Diabetes prevention and control; (3) provide practical information on nutrition and fitness activities to the community that can be used in their everyday life; (4) develop baseline data regarding the "health" of participants; and (5) serve as a recruitment event to kickoff the HidalGO FIT Diabetes Self-Management Education (DSME) classes, utilizing the 2012-6th Edition, Diabetes Empowerment Education Program developed by the University of Illinois Chicago (UIC) Midwest Latino Health Research, Training and Policy Center. The program coordinator, Brenda G. Salazar has received UIC certification to teach this DSME program in both English and Spanish.

Outcome	Activity	Inputs	Timeframe	Anticipated Outputs
HidalGO FIT Diabetes Day	Conduct planning meetings with stakeholders	-Project Staff	6/2013	Determine speakers, activities, date, time, and location for the community educational event.
	Invite local diabetes advocacy organizations to display their services at the event.	-Project Staff	8/2013	Get local organizations to participate at the HidalGO FIT Diabetes Day educational event.
	Advertise HidalGO FIT Diabetes Day with public health agencies and throughout the community	-Project Staff -Office Supplies	10/2013	Inform local public health agencies and community members about HidalGO FIT Diabetes Day.
	HidalGO FIT Diabetes Day Educational Community Event	-Project Staff	11/2013	Provide education about Diabetes prevention and control, and promote screenings, healthy nutrition, fitness activities, immunizations and recruit participants for HidalGO FIT DEEP Diabetes Self-Management Education classes.
	Participant health screenings	Project Staff Community Partners	11/2013	Develop baseline data regarding the health of participants – glucose, blood pressure, Body Mass Index, smoker, sedentary lifestyle
	Summarize data obtained into a final report	-Project Staff	End of grant period	Determine effectiveness of HidalGO FIT Diabetes Day and to submit final report to Office of Minority Health

III. Project Evaluation

1. To determine the success of HidalGO FIT Diabetes Day, HCHHS will evaluate the grant-proposed activities. The table below demonstrates how the outcome will be measured to determine if the anticipated outputs were reached by HCHHS.

Outcome	Measurable Activity	Performance Measure	Anticipated Outputs
HidalGO FIT Diabetes Day	Conduct planning meetings with stakeholders	Keep sign-in sheets/ consent forms	200 HidalGO FIT Diabetes Day attendees.
		Keep agendas	
		Keep minutes	
	HidalGO FIT Diabetes Day	Keep sign-in sheet of all participating organizations and Diabetes Day attendees	Educate 200 members of the community about diabetes screenings, prevention and control. Recruit 10 participants for HidalGO FIT DSME classes 1st cycle
		Develop database using screening results of each participant(anonymous) recorded on their ADA Diabetes Check-up Chart.	Develop baseline data regarding the "health" of participants – glucose, blood pressure, body mass index, smoker, sedentary lifestyle

IV. Proposed Budget

1. Total amount requested? $2,500

2. List how you will use requested funds for this project in the table below.

Item Description	**Unit**	**Unit Cost ($)**	**Funding Source**
Speaker fees	1	$1,500	OMH
Advertising	1	$750	OMH
Printing	1	$250	OMH
Total:		$2,500	

AI-38847 **Health & Human Services Dept. 11. F.**

CC REGULAR

Meeting Date: 05/28/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Approval to process payment of claim for telephone services (ATT vendor # 328626) for McAllen Clinic $1,422.40
(April 7 - May 6) and

2. Approval to process credit of claim for telephone services (ATT vendor # 328626) for McAllen Clinic -$124.70
(May 7 - June 6)

BACKGROUND

Account # 956 682 0824 728 8

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-444-00-240-001-0-531

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

BUDGETARY IMPACT:

PO# 688501 available balance as of 5-22-13 $4,297.35

Attachments

april

may

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/21/2013 11:50 AM
Manuel Chapa	Manuel Chapa	05/24/2013 02:52 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Dairen Sarmiento Started On: 05/17/2013 04:18 PM

Final Approval Date: 05/24/2013

HIDALGO CO HEALTH DEPT
MCALLEN OFFICE
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Account Number 956 682-0824 728 8
Billing Date Apr 7, 2013

Web Site att.com

at&t

Monthly Statement

Bill-At-A-Glance

Previous Bill	2,541.43
Payment	.00
Adjustments	.00
Past Due - Please Pay Immediately	2,541.43
Current Charges	1,422.40
Total Amount Due	**$3,963.83**
Current Charges Due in Full by	May 1, 2013

Billing Summary

Billing Questions? Visit att.com/billing Page

Plans and Services	1	1,422.40

1 800 770-2260
Payment Arrangements:
1 800 924-1743
Service Changes:
1 800 321-2000
Repair Services:
1 800 286-8313

Total Current Charges 1,422.40

RECEIVED
Hidalgo County Health
& Human Services Department
APR 15 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Invoice Received by:
Janette Date 4-15-13
Goods/Services Received by:
Dayren Date 4-7-13
13-1100-444-00-2401-0000-0
Payment Amount $ 1422.40
688501

News You Can Use Summary

- PREVENT DISCONNECT
- LONG DIST. PROVIDERS

See "News You Can Use" for additional information

Plans and Services

Monthly Service - Apr 7 thru May 6

Charges for 956 682-0824

1. Monthly Charges	1,316.50
2. Basic Local Service - Business	20.85
Total Charges for 956 682-0824	1,337.35

Charges for 956 682-1473

3. Monthly Charges	1.30
4. Basic Local Service - Business	20.85
Total Charges for 956 682-1473	22.15

Charges for 956 682-2016

5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 682-2016	22.15
Total Monthly Service	**1,381.65**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on Apr 1, 2013				
	(Monthly Charges are Prorated from Apr 1, 2013 through Apr 6, 2013)			
7.	Federal Universal Service Fee	1		.01CR
8.	Federal Universal Service Fee	1		.01CR
9.	Federal Universal Service Fee	1		.01CR
Activity on Apr 3, 2013				
	(Monthly Charges are Prorated from Apr 3, 2013 through Apr 6, 2013)			
10.	Monthly Service	10		8.03
Total Additions and Changes to Service				**8.00**

Surcharges and Other Fees

11. Federal Subscriber Line Charge	16.47
12. 911 Fee	1.68
13. Federal Universal Service Fee	2.85
14. Municipal right-of-way Fee	11.75
Total Surcharges and Other Fees	**32.75**

Taxes

15. Federal	.00
16. State and Local	.00
Total Taxes	**.00**

Total Plans and Services 1,422.40

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing.

Printed on Recyclable Paper

Return bottom portion with your check in the enclosed envelope.

DUE BY: May 1, 2013 $3,963.83 Amount After May 3, 2013 $3,963.83

HIDALGO CO HEALTH DEPT
MCALLEN OFFICE
1304 S 25TH AVE
EDINBURG TX 78542 - 7205

Account Number 956 682-0824 728 8
Billing Date May 7, 2013
Web Site att.com

Monthly Statement

Bill-At-A-Glance

Previous Bill	3,963.83
Payment Received 4-19	2,541.43CR
Adjustments	.00
Past Due - Please Pay Immediately	1,422.40
Current Charges	124.70CR
Total Amount Due	**$1,297.70**
Current Charges Due in Full by	May 30, 2013

Billing Summary

Billing Questions? Visit **att.com/billing** Page

Plans and Services	1	124.70CR
1 800 770-2260		
Payment Arrangements: 1 800 924-1743		
Service Changes: 1 800 321-2000		
Repair Services: 1 800 286-8313		
Total Current Charges		**124.70CR**

RECEIVED
Hidalgo County Health & Human Services
MAY 17 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

Invoice Received by: Janette Date 5-17-13
Goods/Services Received by: Darlen Date 5-17-13
B -1100-444-00-240-001-0-531
Payment Amount $ 124.70
PO# 688501

Darlen Summers

News You Can Use Summary

- PREVENT DISCONNECT
- IMPORTANT NOTICE
- LONG DIST. PROVIDERS
- NOTICE OF SETTLEMENT

See "News You Can Use" for additional information

Plans and Services

Monthly Service - May 7 thru Jun 6

Charges for 956 682-0824

1. Monthly Charges	1.30
2. Basic Local Service - Business	20.85
Total Charges for 956 682-0824	22.15

Charges for 956 682-1473

3. Monthly Charges	1.30
4. Basic Local Service - Business	20.85
Total Charges for 956 682-1473	22.15

Charges for 956 682-2016

5. Monthly Charges	1.30
6. Basic Local Service - Business	20.85
Total Charges for 956 682-2016	22.15
Total Monthly Service	**66.45**

Additions and Changes to Service

This section of your bill reflects charges and credits resulting from account activity.

Item No.	Description	Quantity	Monthly Rate	Amount Billed
Activity on May 1, 2013				
Order No. C782920				
CKT No. 38.DHXS.430559..SW				
Services Removed				
(Monthly Charges were Billed in Advance and are Prorated from May 2, 2013 through May 6, 2013)				
7.	Mileage - MegaLink® Digital Interoffice Facility @ 1.544M	8	562.20CR	93.70CR
8.	Mileage-Digital Local Ch @1.5M	2	693.00CR	115.50CR
9.	Clear Channel Capability	2	60.00CR	10.00CR
Total CKT No. 38.DHXS.430559..SW				219.20CR
Total Order No. C782920				219.20CR
Total Additions and Changes to Service				**219.20CR**

Surcharges and Other Fees

10. Federal Subscriber Line Charge	16.47
11. 911 Fee	1.68
12. Federal Universal Service Fee	2.85
13. Municipal right-of-way Fee	7.05
Total Surcharges and Other Fees	**28.05**

Taxes

14. Federal	.00

Local Services provided by AT&T Arkansas, AT&T Kansas, AT&T Missouri, AT&T Oklahoma, or AT&T Texas based upon the service address location.

GO GREEN - Enroll in paperless billing. Printed on Recyclable Paper

Return bottom portion with your check in the enclosed envelope.

DUE BY: May 30, 2013 **$1,297.70** Amount After Jun 3, 2013 $1,297.70

Plans and Services

Taxes - Continued

1. State and Local	.00
Total Taxes	.00

Total Plans and Services **124.70CR**

News You Can Use

PREVENT DISCONNECT
Thank you for being a valued customer. Please be aware that all charges must be paid each month to keep your account current and prevent collection activities. We are required to inform you that certain charges such as your telephone line, and fees and surcharges MUST be paid in order to prevent interruption of basic local service. These charges are already included in the Total Amount Due and are $1296.02 . Also, neglecting payment for other charges, such as long distance, voice mail, InLine®, wireless, and Internet may result in those services being interrupted.

LONG DIST. PROVIDERS
Our records indicate that you have selected AT&T Corp.
or a company that resells their services as your primary local toll carrier and AT&T Corp. or a company that resells their services as
your primary long distance carrier. Please contact us if this does not agree with your records.

IMPORTANT NOTICE
INFORMATIONAL BULLETIN REGARDING THIRD-PARTY BILLING
AT&T allows third-party billing for traditional telecommunications providers (such as long-distance, operator services and directory assistance), and AT&T's own affiliates and marketing allies. AT&T takes immediate action to help customers who contact us and report that they may have been billed for unauthorized third-party charges. To dispute a charge, we encourage customers to first deal directly with the third party that originated the charge, whose name and toll-free telephone number are printed on the same bill page as the charge in question. Often, the problem can be resolved with a single telephone call. All customers who call us to report cramming complaints will be issued credits and will not be required to pay AT&T for the disputed charges. (Credits generally appear on customers' bills within one or two months.)

NOTICE OF SETTLEMENT
If your postal mailed bill envelope contains a yellow Class Action Settlement Notice, or if your e-bill contains an insert entitled "Third-Party Billing Class Action - Notice & Forms", that means that AT&T's records indicate that in the past you were charged for Third Party Charges that are the subject of a Class Action Settlement. You should read the Notice carefully to find out about obtaining a settlement payment if you did not authorize the charges. If you have any questions about the Settlement, go to www.ATTthirdpartybillingsettlement.com, email info@ATTthirdpartybillingsettlement.com, or call 1.866.242.0603.

Terms and Conditions

CARRIER QUESTIONS
You may contact the Public Utility Commission of Texas, Office of Customer Protection, P.O. Box 13326, Austin, TX 78711-3326, 1-512-936-7120 or toll-free in Texas at 1-888-782-8477 if you believe the local exchange provider or the interexchange carrier on your bill are not correct or if there are unauthorized charges on your bill. Hearing and speech impaired customers with text telephones (TTY) may call 1-512-936-7136. When corresponding by mail, include your complaint and copies of the phone bills. Please contact AT&T Texas to switch your service back to the carrier of your choice.

For a complete listing of Terms and Conditions, please refer to:
- The inside of the AT&T White Pages directory, or
- Visit us on the web at att.com/terms

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AI-38743 **Health & Human Services Dept. 11. G.**

CC REGULAR

Meeting Date: 05/28/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

1. Pursuant to Texas Local Government Code section 157.903, requesting approval of indemnification of uncollectible accounts in the amount of $204.09.
2. Requesting authorization and approval to replenish Health Clinic Bank Account.
3. Requesting authorization and approval to direct Ms. Norma Garcia, Hidalgo County Treasurer, to generate a check in the amount of $204.09 payable to Hidalgo County Health & Human Services Dept. in order to adhere to the above action.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-441-00-340-001-0-890

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

BUDGETARY IMPACT:

Funding pending approval of AI-38744 - Consent Agenda - 05/28/13

Attachments

Code

info

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/14/2013 02:55 PM
Manuel Chapa	Manuel Chapa	05/24/2013 10:25 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Mike Escaname Started On: 05/13/2013 12:32 PM

Final Approval Date: 05/24/2013

court. A certified copy of the order must be given to the commissioners court of the county.

(f) If a juvenile or probation officer, a county auditor, or an assistant to the auditor is jointly employed by two or more subdivisions of government, the rules that are applied to that person may be changed accordingly. To achieve uniform application of the rules, the person may be considered to be employed and paid by only one subdivision, but the expenses of administration and contributions may be prorated to the different employing subdivisions.

(g) This section does not affect any other law that applies to the time, method, and manner of appointment or discharge of a juvenile or probation officer, a court reporter, or the county auditor or an assistant to the auditor or that applies to the number or salaries of those persons.

Acts 1987, 70th Leg., ch. 149, Sec. 1, eff. Sept. 1, 1987. Renumbered from Sec. 157.062 by Acts 1989, 71st Leg., ch. 1, Sec. 37(a), eff. Aug. 28, 1989.

Sec. 157.903. AUTHORITY TO INDEMNIFY ELECTED AND APPOINTED COUNTY OFFICERS. The commissioners court of a county by order may provide for the indemnification of an elected or appointed county officer against personal liability for the loss of county funds, or loss of or damage to personal property, incurred by the officer in the performance of official duties if the loss was not the result of the officer's negligence or criminal action.

Added by Acts 1989, 71st Leg., ch. 253, Sec. 1, eff. Aug. 28, 1989.

Sec. 157.9031. AUTHORITY TO REQUIRE REIMBURSEMENT FOR CERTAIN COVERAGE. A self-insuring county or the intergovernmental pool operating under Chapter 119, under policies concerning the provision of coverages adopted by the county's commissioners court or the pool's governing body, may require reimbursement for the provision of punitive damage coverage from a person to whom the county or intergovernmental pool provides coverage.

Added by Acts 2011, 82nd Leg., R.S., Ch. 439, Sec. 2, eff. June 17, 2011.

Hidalgo County Health Clinics
Balance Sheet
As of April 30, 2013

	Apr 30, 13
ASSETS	
Current Assets	
Checking/Savings	
Cash in Bank - FNB	16,435.88
Cash on Hand	200.00
Total Checking/Savings	16,635.88
Accounts Receivable	
FNB Acct. Receivable	0.03
NSF Acct. Receivable	204.06
Total Accounts Receivable	204.09
Total Current Assets	16,839.97
TOTAL ASSETS	**16,839.97**
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Other Current Liabilities	
Due to Treasurer	16,639.97
Total Other Current Liabilities	16,639.97
Total Current Liabilities	16,639.97
Long Term Liabilities	
Advances from General Fund	
Advance to Edinburg Clinic	25.00
Advance to Elsa Clinic	25.00
Advance to Hidalgo Clinic	25.00
Advance to McAllen Clinic	25.00
Advance to Mission Clinic	25.00
Advance to Pharr Clinic	25.00
Advance to Pulmonary Clinic	25.00
Advance to Weslaco Clinic	25.00
Total Advances from General Fund	200.00
Total Long Term Liabilities	200.00
Total Liabilities	16,839.97
TOTAL LIABILITIES & EQUITY	**16,839.97**

HCHD
Prepared By: Sandra Day
Approved By: [signature]
Date: 5/16/13

AI-38765 **Health & Human Services Dept. 11. H.**

CC REGULAR

Meeting Date: 05/28/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to renew for a period of one year the Memorandum of Agreement with Texas A & M University System Health Science Center for an On-Site Education program.

BACKGROUND

AI-26625 - 05/17/11 - Initial MOA
AI-32371 - 05/29/12 - Renewal

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

No budgetary impact

Attachments

MOA

Legals Approval

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/15/2013 08:29 AM
Olga Garza	Olga Garza	05/23/2013 04:57 PM
Auditor's Office	Obdett Calzada	05/24/2013 01:16 PM
Olga Garza	Olga Garza	05/24/2013 01:29 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Mike Escaname Started On: 05/14/2013 04:28 PM

Final Approval Date: 05/24/2013

RENEWAL OF MEMORANDUM OF AGREEMENT
BETWEEN
THE TEXAS A&M UNIVERSITY SYSTEM HEALTH SCIENCE CENTER
AND
HIDALGO COUNTY
FOR AN ON-SITE EDUCATION PROGRAM

THIS RENEWAL OF AGREEMENT ("Agreement") is entered into by and between The Texas A&M University System Health Science Center (TAMHSC), a member of the Texas A&M University System, an agency of the State of Texas, on behalf of the School of Rural Public Health (HSC-SRPH) and Hidalgo County, by and through its Health and Human Services Department ("Practicum Site").

WHEREAS, Practicum Site is willing to provide an on-site educational practicum experience program, i.e., practicum experience program supervision, for HSC-SRPH students.

NOW THEREFORE, the parties jointly agree as follows:

1. RENEWAL OF MEMORANDUM OF AGREEMENT

Pursuant to paragraph six (6) of the original Memorandum of Agreement that became effective July 4, 2011, the parties agree to a one (1) year renewal of the original Memorandum of Agreement.

2. INCORPORATION OF ORIGINAL MEMORANDUM OF AGREEMENT

The original Memorandum of Agreement is made apart hereof with all its terms and conditions, and is incorporated for all purposes in this Agreement.

3. EXECUTION AND MODIFICATION

This Agreement is binding when signed by both parties. Any modification or amendment must be in writing and signed by both parties.

(Signature Page Follows)

IN WITHNESS WHEREOF, the parties have signed this Memorandum of Agreement between the Texas A&M University System Health Science Center and Hidalgo County on the date indicated below their Signatures.

The Texas A&M University System Health Science Center	**Hidalgo County**
By: _____	By: _____
Roderick E. McCallum, Ph.D. Vice President for Academic Affairs	Ramon Garcia Hidalgo County Judge
Date: _____	Date: _____

Approved as to Form by:

_____
Josephine Ramirez Solis
Assistant District Attorney
Hidalgo County

Mike Escaname

From: Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Thursday, May 16, 2013 11:18 AM
To: 'Mike Escaname'
Cc: michael.garza@da.co.hidalgo.tx.us
Subject: RE: Request for Review - MOA - Texas A&M Health Science Center

Mike,

I have reviewed the attached memorandum agreement with Texas A&M Health Science Center, and approve as to the form of the agreement.

Thank you,

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: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Tuesday, May 14, 2013 3:38 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Subject: Request for Review - MOA - Texas A&M Health Science Center

Hello Josephine:

It's time for HCHHSD to renew the MOA that is attached. (I've also attached the initial MOA for reference)

Below is the communication from ***last year's*** renewal.

Just need your "Ok" to proceed with the same template that is attached to have CC renew for another year.

AI-38779 **Health & Human Services Dept. 11. I.**

CC REGULAR

Meeting Date: 05/28/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Approval to process the following invoices as claims with authority for County Treasurer to issue check after auditing procedures are completed by County Auditor.

Vendor	Account No.	Billing Date	Amount
Verizon	956 968-7541 711217 10 5492 2863047639 10	04/01/13	$285.26
		05/01/13	$285.26
		Total	$570.52

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-441-00-340-003-0-531

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

BUDGETARY IMPACT:

Funds available as of 5/23/2013.

Attachments

Invoice

Invoice (2)

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/15/2013 01:09 PM
Obdett Calzada	Obdett Calzada	05/24/2013 01:27 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Mike Escaname Started On: 05/15/2013 10:25 AM

Final Approval Date: 05/24/2013

verizon

Telephone Number : 956 968-7541 711217
Account Number: 10 5492 2863047639 10
How to Reach Us : See page 2

COUNTY OF HIDALGO

Account Summary

Previous Charges	$ 285.26
No Payment Received	.00
Past Due Charges (please pay now)	**$ 285.26**

New Charges

Verizon (page 3)	$ 285.26
Total New Charges Due May 26, 2013	**$ 285.26**

To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before May 31, 2013.

Total Due **$ 570.52**

RECEIVED
Hidalgo County Health
& Human Services Department
MAY 10 2013

Mail Payments To:
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

Change of billing address?
Go to verizon.com/billingaddress or call us.

1304 S. 25th Ave.
Edinburg, Texas 78542

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2863047639 10
New Charges Due: May 26, 2013
Total Due: $ 570.52

210*HBRDA1
00001120 3S0000006449
10-TX 5492
9569687541 19711217

050113

Amount Paid :

$ ☐☐☐.☐☐

00001120 01 AB 0.384 SW050111 0007
COUNTY OF HIDALGO
1304 S. 25TH
EDINBURG TX 78542-7205

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

10 5492 2863047639 10N00000028526 00000057052 00

How to Reach Us

Billing Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Order Questions	enterprisecenter.verizon.com	1-800-483-6000	8:30 am - 5 pm M-F
Online billing and payment	enterprisecenter.verizon.com		24 hours a day
Repair	enterprisecenter.verizon.com	1-888-875-4144	24 hours a day
Pay By Phone Service*	(third party fee applies)	1-800-345-6563	24 hours a day
Payment Arrangements		1-800-440-8052	7:00am-6:00pm CST M-F

* Pay by Phone Service - This service is optional and provided by an independent third party vendor for a fee.

For Your Information

Previous Payments
If you sent a payment that we did not receive in time to be reflected on this bill, please deduct that amount before sending payment. To check whether your payment has been received, call the Billing Questions number above.

Returned Payment
If your payment is returned for any reason, Verizon will resubmit it electronically. A charge may apply for each payment returned.

Past Due Amounts
The due date on your bill only applies to New Charges. Any past due amount should be paid immediately.

Service Suspension for Non-Payment
Based on state regulatory and notice requirements, once your bill is past due, some or all of your service may be suspended. Charges may apply to suspend and reconnect service. A deposit to reestablish service may also be required.

TX Slamming & Cramming
If you think you have been slammed, (your long distance service switched without your permission) or crammed (charged for services that you did not authorize), please contact us. If we do not resolve your problem, you may write the Public Utility Commission of Texas, c/o Office of Consumer Protection, PO Box 13326, Austin, TX 78711-3326, email at (customer@puc.state.tx.us) or call 512-936-7120 (toll free in Texas 1-888-782-8477). TTY service available on 512-936-7136.

Consumer Information
For important consumer information see the Customer Guide in your Verizon White pages.

Automatic Bill Payment Enrollment for Account:

Enroll at verizon.com, or complete 4 steps below to authorize and instruct your financial institution to deduct the amount of your monthly telephone bill from your checking account and remit directly to Verizon. This also enrolls you in Paperless billing.
To discontinue Automatic Bill Payment, you must call Verizon.

1. Check box **2. Sign here** **3. Put date here**

4. Print email address here

Go Green! Go Paperless Billing! Pay Electronically!

MONTHLY LOCAL SERVICE - REGULATED (May 1 to May 31)

BASIC LOCAL SERVICE CHARGE

	Description	Qty	Unit Rate	
1	Federal Access Recovery Charge	1	.15	.15
2	Federal Access Recovery Charge	5	.86	4.30
3	CentraNet access line	6	29.00	174.00
4	Feature package 1000	6	2.75	16.50
5	Federal Subscriber Line Charge	6	7.38	44.28
6	CentraNet Subscriber Line Credit	6	3.0803	CR 18.48
			Subtotal	220.75

OPTIONAL SERVICE CHARGE

	Description	Qty	Unit Rate	
7	Premium Calling Plan	1	50.00	50.00
			Subtotal	50.00
	Total			**$ 270.75**

REGULATED SERVICE TAXES AND SURCHARGES

8	Cost of service surcharge	.39
9	9-1-1 Equalization Fee	.36
10	9-1-1 Fee	3.00
11	Federal Universal Service Fee	.21
12	Federal Universal Service Fee	10.55
	Total	**$ 14.51**
	Verizon regulated charges	***$ 285.26***

Total Verizon charges ***$ 285.26***

ITEMIZATION OF TELEPHONE NUMBERS:

Listed below are the telephone numbers included with this billing:

956 968-7541 956 968-0085 956 968-7542 956 969-8332
956 969-8470 thru 956 969-8471

Should you have any questions, please contact Verizon by using the telephone number listed on page two of your bill.

For Your Information

Bankruptcy Information
If you are or were in bankruptcy, this statement may include amounts for pre-bankruptcy service. You should not pay pre-bankruptcy amounts; they are for your information only. Mail bankruptcy-related correspondence to 500 Technology Drive, Suite 550, Weldon Spring, MO 63304.

Payment by Check
Paying by check authorizes check processing or use of the check information for a one-time electronic fund transfer from your account. For all payments using bank account information, we may retain the information to send you electronic refunds or enable your future electronic payments to us (to opt out, call 1-888-500-5358).

Federal Subscriber Line and Access Recovery Charges
Effective on or about July 2, 2013, the Federal Subscriber Line Charge (SLC) and Access Recovery Charge (ARC) will be changed on primary and additional phone lines. The Federal Access Recovery Charge (ARC) is included in the SLC or may appear as a separate line item on the bill. The Subscriber Line Charge helps pay for the costs of providing and maintaining the local phone network. The ARC is a charge that carriers are permitted to assess related to changes to the federal rules for the rates charged between carriers to carry telecommunications traffic.

You Can Block Third Party Billing to Your Verizon Bill.
For more information, visit verizon.com/blocking or call us at the number listed on your bill.

10 5492 9569687541 711217 10 00 TX210*HBRDA1 00001120 3S0000006451

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verizon

Billing Date: **04/01/13** Page **1** of **4**
Telephone Number : 956 968-7541 711217
Account Number: 10 5492 2863047639 10
How to Reach Us : See page 2

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COUNTY OF HIDALGO

Account Summary

Previous Charges	$ 859.00
Payment(s) received. Thank you.	– 859.00
Balance	**$ .00**

New Charges

Verizon (page 3)	$ 285.26
Total New Charges Due Apr 26, 2013	**$ 285.26**

To avoid a late payment charge of 5.0% or $5.00, whichever is greater, payment must be received before May 01, 2013.

Total Due **$ 285.26**

Insufficient Funds
Acct. Bal 223.24

INVOICE RECEIVED BY:
Jeanette Palacios DATE 4/12/13
GOODS/SERVICES RECEIVED BY:
Palacios DATE 4/1-4/30/13
3-1100-441-00-340-003-0-531
PYMT AMOUNT$ 285.26 PO# N/A
APPROVED BY:

RECEIVED
Hidalgo County Health
& Human Services Department
APR 12 2013
1304 S. 25th Ave.
Edinburg, Texas 78542

RECEIVED BY COUNTY AUDITOR 2013 APR 8 PM 3 17

Mail Payments To:
VERIZON SOUTHWEST, PO BOX 920041, DALLAS TX 75392-0041

Change of billing address?
Go to verizon.com/billingaddress or call us.

▼ Detach & return payment slip with your check, payable to Verizon.

▼ Detach & return payment slip with your check, payable to Verizon.

verizon

Account: 10 5492 2863047639 10
New Charges Due: Apr 26, 2013
Total Due: $ 285.26

210*IIBRDA1
00001281 3S0000007661
10-TX 5492
9569687541 19711217

040113

Amount Paid :

$ 285.26

00001281 01 AB 0.384 SW040111 0008
COUNTY OF HIDALGO
1304 S. 25TH
EDINBURG TX 78542-7205

RECEIVED BY COUNTY AUDITOR 2013 APR 8 PM 4 07

VERIZON SOUTHWEST
PO BOX 920041
DALLAS TX 75392-0041

10 5492 2863047639 10N00000000000 00000028526 10

AI-38955 **Health & Human Services Dept. 11. J.**

CC REGULAR

Meeting Date: 05/28/2013

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to apply for a Community Funding project in an amount not to exceed $25,000.00 offered by the U.S. Department of Health & Human Services, Office of Minority Health.

BACKGROUND

Attachments

Notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/24/2013 02:21 PM
Olga Garza	Olga Garza	05/24/2013 03:19 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Mike Escaname Started On: 05/24/2013 01:09 PM

Final Approval Date: 05/24/2013

Mike Escaname

From: Brenda Salazar <brenda.salazar@hchd.org>
Sent: Thursday, May 23, 2013 11:45 AM
To: 'Mike Escaname'
Subject: FW: Hello

Importance: High

Hi, Mike!

Below please see message from OMH Region 6 advising of funding in the amount of $25K, to place on agenda for Commissioners Court.

Thank you!

Brenda G. Salazar
Public Health Technician III
Hidalgo County Health & Human Services
1304 S. 25th Ave.
Edinburg, Texas 78542
956-383-6221, Ext. 377

-----Original Message-----
From: Dickens, James L. (HHS/OASH) [mailto:James.Dickens@hhs.gov]
Sent: Thursday, May 23, 2013 11:10 AM
To: 'Brenda Salazar'
Cc: 'Eddie Olivarez'
Subject: RE: Hello
Importance: High

Brenda,

The HHS Region VI, Office of Minority Health has Community Funding available in the amount of 25K for FY13. Traditionally, OMH has awarded mini-contracts throughout Region VI to equal 25K. This year the Central Office has selected to provide a onetime amount of 25k for **one selected project** in the Region. I would like to request Hidalgo County submit a Proposal for this available funding as soon as possible. The turn-around on the request is next week, Wednesday, May 29, 2013.

Please accept my apology for the short notice.

Please advise,

jld
James LaVelle Dickens, DNP, NP, FAANP
Commander, U.S. Public Health Service
Office of Minority Health, Region VI
Office of the Assistant Secretary for Health
U.S. Department of Health and Human Services
1301 Young Street, Suite 1124
Dallas, TX 75202
james.dickens@hhs.gov

AI-38909 **Adult Probation 12. A.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Karina Cardoza **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

1. Presentation on 2013 Hidalgo County Drug Court Program Review
2. Proclamation declaring May 2013 as "National Drug Court Month" in Hidalgo County

BACKGROUND

Attachments

PROCLAMATION

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/22/2013 04:58 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Monica Badillo Started On: 05/22/2013 12:57 PM

Final Approval Date: 05/24/2013

PROCLAMATION DECLARING MAY 2013
AS NATIONAL DRUG COURT MONTH IN HIDALGO COUNTY

WHEREAS, Drug Courts provide focus and leadership for community-wide partnerships, bringing together public safety and public health professionals in the fight against drug abuse and criminality; and

WHEREAS, in 2001, House Bill 1287 mandated that all counties in Texas with populations exceeding 550,000 apply to establish a Drug Court program; Hidalgo County began its Drug Court program in 2004; and

WHEREAS, for the past nine years the Hidalgo County Drug Court program has been restoring lives, reuniting families and making communities across the County safer; and

WHEREAS, breaking the cycle of drug addiction, reducing offender contact with the criminal justice system and introducing offenders to the recovery process are the goals of Drug Court therefore, promoting effective and integrated use of available resources for substance abusers to become productive members of the community.

WHEREAS, 60 to 80 percent of drug offenders sentenced to prison and over 40 percent sentenced to probation recidivate, while fewer than 17 percent of Drug Court graduates recidivate therefore, instilling responsibility, accountability, discipline, and motivation in the graduates; and

WHEREAS, the success of the program and the participants' rehabilitation must be attributed to their personal initiative but also to the comprehensive support provided by the Drug Court team, including: Hon. Judge Ricardo Rodriguez, 92nd District Court Judge; Faustino Lopez, Supervisor; Victoria Beltran, John Silva and Daniel Martinez, Supervision Officers; and Adriana Solis, Counselor; as well as the support the team receives from various local, County and state agencies, including the Hidalgo County Community Supervision and Corrections Department. The entire team is to be commended for the work they do to promote recovery and reduce recidivism.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby joins other jurisdictions across the nation in proclaiming May 2013 as National Drug Court Month in Hidalgo County and encourages all Hidalgo County residents to recognize the significant contributions the Hidalgo County Drug Court program has made toward reducing drug usage crime.

Dated this 28th day of May, 2013.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-38717 **HIDTA - Task Force** **14. A.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Rene Guerra, Criminal District Attorney **Submitted By:** Nelda Olivarez, HIDTA

Department: HIDTA

Information

CAPTION

Requesting approval of claims/invoices from Superior Alarms totaling $550.00 with authority for Hidalgo County Treasurer to issue payment after auditing procedures are completed by the County Auditor.

Invoice Date	Invoice No.	Location	Invoice Amount
06/01/12	399567	Main Bldg	$25.00
06/01/12	399568	Vault	$25.00
07/01/12	402898	Main Bldg	$25.00
07/01/12	402899	Vault	$25.00
08/01/12	406317	Main Bldg	$25.00
08/01/12	406318	Vault	$25.00
09/01/12	409707	Main Bldg	$25.00
09/01/12	409708	Vault	$25.00
10/01/12	412979	Main Bldg	$25.00
10/01/12	412980	Vault	$25.00
11/01/12	416366	Main Bldg	$25.00
11/01/12	416367	Vault	$25.00
12/01/12	419301	Main Bldg	$25.00
12/01/12	419302	Vault	$25.00
01/01/13	422621	Main Bldg	$25.00
01/01/13	422622	Vault	$25.00
02/01/13	427424	Main Bldg	$25.00
02/01/13	427425	Vault	$25.00
03/01/13	430558	Main Bldg	$25.00
03/01/13	430559	Vault	$25.00
04/01/13	433772	Main Bldg	$25.00
04/01/13	433773	Vault	$25.00
Total			**$550.00**

BACKGROUND

No contract was set at the time services were rendered. On 05/04/10, CC approved a commercial alarm monitoring agreement(AI#20957) which expired on 05/2012. Due to the nature of the HIDTA Task Force a maintained and secured monitoring must be in place.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1254-412-00-270-014-0-413

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

BUDGETARY IMPACT:

Available funds as of 05/24/13.

Attachments

Superior Alarms

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/14/2013 02:53 PM
Olga Garza	Olga Garza	05/24/2013 10:20 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Nelda Olivarez Started On: 05/10/2013 11:43 AM

Final Approval Date: 05/24/2013

Hidalgo County
HIDTA Task Force

Superior Alarms
Vendor No. 133655
Monitoring Invoices Pending Payment

Invoice Date	Invoice Number	Location	Invoice Amount	Cumulative Total
06/01/12	399567	Main Bld	25.00	25.00
06/01/12	399568	Vault	25.00	50.00
07/01/12	402898	Main Bld	25.00	75.00
07/01/12	402899	Vault	25.00	100.00
08/01/12	406317	Main Bld	25.00	125.00
08/01/12	406318	Vault	25.00	150.00
09/01/12	409707	Main Bld	25.00	175.00
09/01/12	409708	Vault	25.00	200.00
10/01/12	412979	Main Bld	25.00	225.00
10/01/12	412980	Vault	25.00	250.00
11/01/12	416366	Main Bld	25.00	275.00
11/01/12	416367	Vault	25.00	300.00
12/01/12	419301	Main Bld	25.00	325.00
12/01/12	419302	Vault	25.00	350.00
01/01/13	422621	Main Bld	25.00	375.00
01/01/13	422622	Vault	25.00	400.00
02/01/13	427424	Main Bld	25.00	425.00
02/01/13	427425	Vault	25.00	450.00
03/01/13	430558	Main Bld	25.00	475.00
03/01/13	430559	Vault	25.00	500.00
04/01/13	433772	Main Bld	25.00	525.00
04/01/13	433773	Vault	25.00	550.00

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

Invoice

Invoice Number	Date
399567	**6/1/2012**
Customer Number	Due Date
100481	**6/1/2012**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	100481		6/1/2012	6/1/2012

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee Burglar Alarm, 6/1/2012 - 6/30/2012	15.00	15.00
1.00	Digicell Full Data Digicell, 6/1/2012 - 6/30/2012	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
	Payments/Credits Applied		0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Amount	Balance Due
6/1/2012	399567	Recurring Services	$25.00	**$25.00**

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

All payments made at our office will be taken thru the drive up window only. For auto draft bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visist www.superioralarms.com

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

Invoice

Invoice Number	Date
399568	**6/1/2012**
Customer Number	Due Date
100481	**6/1/2012**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	100481		6/1/2012	6/1/2012

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee Burglar Alarm, 6/1/2012 - 6/30/2012	15.00	15.00
1.00	Digicell Full Data Digicell, 6/1/2012 - 6/30/2012	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
	Payments/Credits Applied		0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Amount	Balance Due
6/1/2012	399568	Recurring Services	$25.00	**$25.00**

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
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Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

Invoice

Invoice Number	Date
402898	**7/1/2012**
Customer Number	Due Date
100481	**7/1/2012**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	100481		7/1/2012	7/1/2012

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee Burglar Alarm, 7/1/2012 - 7/31/2012	15.00	15.00
1.00	Digicell Full Data Digicell, 7/1/2012 - 7/31/2012	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
	Payments/Credits Applied		0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Amount	Balance Due
7/1/2012	402898	Recurring Services	$25.00	**$25.00**

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

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Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

Invoice

Invoice Number	Date
402899	**7/1/2012**
Customer Number	Due Date
100481	**7/1/2012**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	100481		7/1/2012	7/1/2012

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee Burglar Alarm, 7/1/2012 - 7/31/2012	15.00	15.00
1.00	Digicell Full Data Digicell, 7/1/2012 - 7/31/2012	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
	Payments/Credits Applied		0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Amount	Balance Due
7/1/2012	402899	Recurring Services	$25.00	**$25.00**

Superior Alarms

600 Ash Avenue
PO Box 3097
McAllen, TX 78501-8502
(956) 682-6005
Fax: (800) 580-6001

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Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179

State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
406317	**8/1/2012**
Customer Number	Terms
100481	**Due On Receipt**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Terms
Hidalgo County District Attorney-HIDT	100481		8/1/2012	Due On Receipt

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee Burglar Alarm, 8/1/2012 - 8/31/2012	15.00	15.00
1.00	Digicell Full Data Digicell, 8/1/2012 - 8/31/2012	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Current Invoice	Balance Due
8/1/2012	406317	Recurring Services	$25.00	**$25.00**

All paymets made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

RECEIVED
JUL 26 2012

Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179

State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
406318	**8/1/2012**
Customer Number	Terms
100481	**Due On Receipt**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Terms
Hidalgo County District Attorney-HIDT	100481		8/1/2012	Due On Receipt

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee Burglar Alarm, 8/1/2012 - 8/31/2012	15.00	15.00
1.00	Digicell Full Data Digicell, 8/1/2012 - 8/31/2012	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Current Invoice	Balance Due
8/1/2012	406318	Recurring Services	$25.00	**$25.00**

All paymets made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

JUL 26 2012

Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
409707	**9/1/2012**
Customer Number	Due Date
100481	**9/1/2012**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	100481		9/1/2012	9/1/2012

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee	15.00	15.00
1.00	Digicell Full Data	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

AUG 2 9 2012

Date	Invoice #	Description	Current Invoice	Balance Due
9/1/2012	409707	Recurring Services	$25.00	**$25.00**

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

Superior Alarms

600 Ash Ave
P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
409708	**9/1/2012**
Customer Number	Due Date
100481	**9/1/2012**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	100481		9/1/2012	9/1/2012

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee	15.00	15.00
1.00	Digicell Full Data	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

AUG 29 2012

Date	Invoice #	Description	Current Invoice	Balance Due
9/1/2012	409708	Recurring Services	$25.00	**$25.00**

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McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
412979	10/1/2012
Customer Number	Due Date
100481	10/1/2012

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	100481		10/1/2012	10/1/2012

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee 10/1/2012 - 10/31/2012	15.00	15.00
1.00	Digicell Full Data 10/1/2012 - 10/31/2012	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

RECEIVED
SEP 25 2012

Date	Invoice #	Description	Current Invoice	Balance Due
10/1/2012	412979	Recurring Services	$25.00	**$25.00**

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Superior Alarms

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P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
412980	10/1/2012
Customer Number	Due Date
100481	10/1/2012

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	100481		10/1/2012	10/1/2012

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee 10/1/2012 - 10/31/2012	15.00	15.00
1.00	Digicell Full Data 10/1/2012 - 10/31/2012	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

SEP 25 2012

Date	Invoice #	Description	Current Invoice	Balance Due
10/1/2012	412980	Recurring Services	$25.00	**$25.00**

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McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
416366	**11/1/2012**
Customer Number	Due Date
100481	**11/1/2012**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	100481		11/1/2012	11/1/2012

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee 11/1/2012 - 11/30/2012	15.00	15.00
1.00	Digicell Full Data 11/1/2012 - 11/30/2012	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

OCT 16 2012

Date	Invoice #	Description	Current Invoice	Balance Due
11/1/2012	416366	Recurring Services	$25.00	**$25.00**

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Superior Alarms

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McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
416367	11/1/2012
Customer Number	Due Date
100481	11/1/2012

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	100481		11/1/2012	11/1/2012

Quantity	Description	Rate	Amount
	Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX		
1.00	Central Station Monitoring Fee 11/1/2012 - 11/30/2012	15.00	15.00
1.00	Digicell Full Data 11/1/2012 - 11/30/2012	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

OCT 16 2012

Date	Invoice #	Description	Current Invoice	Balance Due
11/1/2012	416367	Recurring Services	$25.00	**$25.00**

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McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
419301	**12/1/2012**
Customer Number	Terms
100481	**Due On Receipt**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Terms
Hidalgo County District Attorney-HIDT	100481		12/1/2012	Due On Receipt

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee Burglar Alarm, 12/1/2012 - 12/31/2012	15.00	15.00
1.00	Digicell Full Data Digicell, 12/1/2012 - 12/31/2012	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Current Invoice	Balance Due
12/1/2012	419301	Recurring Services	$25.00	**$25.00**

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McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
419302	**12/1/2012**
Customer Number	Terms
100481	**Due On Receipt**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Terms
Hidalgo County District Attorney-HIDT	100481		12/1/2012	Due On Receipt

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee Burglar Alarm, 12/1/2012 - 12/31/2012	15.00	15.00
1.00	Digicell Full Data Digicell, 12/1/2012 - 12/31/2012	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

RECEIVED
NOV 26 2012

Date	Invoice #	Description	Current Invoice	Balance Due
12/1/2012	419302	Recurring Services	$25.00	**$25.00**

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McAllen, Texas 78501

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Fax (956) 213-1179
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Invoice

Invoice Number	Date
422621	1/1/2013
Customer Number	Terms
100481	Due On Receipt

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Terms
Hidalgo County District Attorney-HIDT	100481		1/1/2013	Due On Receipt

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee	15.00	15.00
1.00	Digicell Full Data	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Current Invoice	Balance Due
1/1/2013	422621	Recurring Services	$25.00	**$25.00**

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Invoice

Invoice Number	Date
422622	**1/1/2013**
Customer Number	Terms
100481	**Due On Receipt**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Terms
Hidalgo County District Attorney-HIDT	100481		1/1/2013	Due On Receipt

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee	15.00	15.00
1.00	Digicell Full Data	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Current Invoice	Balance Due
1/1/2013	422622	Recurring Services	$25.00	$25.00

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McAllen, Texas 78501

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Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
427424	2/1/2013
Customer Number	Due Date
566232	2/1/2013

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		2/1/2013	2/1/2013

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee 2/1/2013 - 2/28/2013	15.00	15.00
1.00	Digicell Full Data 2/1/2013 - 2/28/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

JAN 25 2013

Date	Invoice #	Description	Current Invoice	Balance Due
2/1/2013	427424	Recurring Services	$25.00	$25.00

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McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
427425	2/1/2013
Customer Number	Due Date
566232	2/1/2013

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		2/1/2013	2/1/2013

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee 2/1/2013 - 2/28/2013	15.00	15.00
1.00	Digicell Full Data 2/1/2013 - 2/28/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

JAN 25 2013

Date	Invoice #	Description	Current Invoice	Balance Due
2/1/2013	427425	Recurring Services	$25.00	$25.00

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Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
430558	**3/1/2013**
Customer Number	Due Date
566232	**3/1/2013**

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		3/1/2013	3/1/2013

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee 3/1/2013 - 3/31/2013	15.00	15.00
1.00	Digicell Full Data 3/1/2013 - 3/31/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

MAR 1 - 2013

Date	Invoice #	Description	Current Invoice	Balance Due
3/1/2013	430558	Recurring Services	$25.00	**$25.00**

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P.O. Drawer 3097
McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
430559	3/1/2013
Customer Number	Due Date
566232	3/1/2013

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		3/1/2013	3/1/2013

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee 3/1/2013 - 3/31/2013	15.00	15.00
1.00	Digicell Full Data 3/1/2013 - 3/31/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

Date	Invoice #	Description	Current Invoice	Balance Due
3/1/2013	430559	Recurring Services	$25.00	$25.00

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McAllen, Texas 78501

Tel. (956) 682-6005
Fax (956) 213-1179
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Invoice

Invoice Number	Date
433772	4/1/2013
Customer Number	Due Date
566232	4/1/2013

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		4/1/2013	4/1/2013

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Main), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee 4/1/2013 - 4/30/2013	15.00	15.00
1.00	Digicell Full Data 4/1/2013 - 4/30/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

APR - 4 2013

Date	Invoice #	Description	Current Invoice	Balance Due
4/1/2013	433772	Recurring Services	$25.00	**$25.00**

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McAllen, Texas 78501

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Fax (956) 213-1179
State License B4881| Fire License ACR-86318-816

Invoice

Invoice Number	Date
433773	4/1/2013
Customer Number	Due Date
566232	4/1/2013

To: **Hidalgo County District Attorney-HIDTA**
P.O. Box 5719
McAllen, TX 78502

Remit To: **Superior Alarms**
PO Box 3097
McAllen, TX 78502

Amount Enclosed: _____ **Net Due: *$25.00***

Detach And Return Top Portion With Your Payment

Customer Name	Customer Number	PO Number	Invoice Date	Due Date
Hidalgo County District Attorney-HIDT	566232		4/1/2013	4/1/2013

Quantity	Description	Rate	Amount
Hidalgo Co. District Atty-HIDTA (Vault), 3100 S. Closner Edinburg, TX			
1.00	Central Station Monitoring Fee 4/1/2013 - 4/30/2013	15.00	15.00
1.00	Digicell Full Data 4/1/2013 - 4/30/2013	10.00	10.00
		Subtotal:	**$25.00**
	Tax		0.00
		Total Payments / Credits Applied:	0.00
		Invoice Balance Due:	**$25.00**

APR

Date	Invoice #	Description	Current Invoice	Balance Due
4/1/2013	433773	Recurring Services	$25.00	$25.00

All payments made at our office will be taken thru the drive up window only. For auto draft using bank account or credit/debit card, call our collections dept at 956-682-6005. For online secure payments, visit www.superioralarms.com

AI-38750 **Urban County 15. A.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Monica Leal **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Urban County Program on behalf of the City of Elsa is requesting authority to purchase playground equipment for the Mario Leal Park. Purchase will be made from American Parks Company (purchase contract # 370-11), (installation contract # 346-10) an approved vendor through Hidalgo County's membership and participation with State of Texas Buy Board. The total amount of purchase including installation is $111,634.20 (quote attached) for the Mario Leal Park funded thru FY 22 & 25 (2009 & 2012) Elsa – Park, Recreational Facilities line item.

BACKGROUND

The playground equipment purchased will be utilized at the Mario Leal Park located in the City of Elsa. See attached quote.

Vendor: **American Parks Company**
Purchase Amount: **$111,634.20**

Funds Available: $ 18,305.57 FY 22 (2009) Park, Recreational Facilities
$100,000.00 FY 25 (2012) Park, Recreational Facilities
Total: $118,305.57

Attachments

Agenda backup City of Elsa/Mario Leal Park

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/14/2013 02:58 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Mary Flores Started On: 05/13/2013 03:34 PM

Final Approval Date: 05/24/2013

AMERICAN PARKS ★ COMPANY

"Building Better Parks for Kids of All Ages"

QUOTE

P.O. Box 489
Prosper, Texas 75078
Phone: 800-381-4491
Fax: 972-347-6441
www.AmericanParksCompany.com

QUOTE NO. C041613-3321
DATE April 16, 2013
PREPARED BY Chuck Wellenberger
EXPIRATION DATE May 15, 2013

BILL TO: City of Elsa
PO Box 427
Elsa, TX 78543
Rick Sanchez

SHIP TO: Mario Leal City Park
Hidalgo Street
Elsa, TX 78543
cityofelsa.secretary@yahoo.com
956-262-2127

Comments or Special Instructions:

Shipping in 3-4 weeks. Price quoted for material cost and installation. Price Excludes: sitework, underground, line location, permits and impact fees. Customer is responsible for any taxes that may apply. Site must be clear, level and accessible at time of installation. If rock, concrete or any obstacle is found during installation, additional charges may apply. Specific insurance requirements may require additional fees. If order is cancelled a 25% restocking fee may be assessed.

QTY	ITEM #	DESCRIPTION	UNIT PRICE	APPLICABLE DISCOUNT	LINE TOTAL
1.00	630-66200	Pinnacle Point Commercial Playground	$ 39,367.00	$ 15,139.00	24,228.00
		Structure			-
1.00	630-66201	Wild Wild West Commercial Playground	40,569.00	$ 15,341.00	25,228.00
		Structure			
1.00	AP-0004	Utopia Commercial Playground Structure	8,846.00	$ 884.60	7,961.40
1.00	AP-0010	The Woodlands Commercial Playground	8,499.00	$ 849.90	7,649.10
		Structure			-
1.00	SA-05	Frog Rider Spring Rider	599.00	$ 59.90	539.10
1.00	SA-04	Walley the Whale Spring Rider	599.00	$ 59.90	539.10
1.00	FIRETRUCKRIDER	Fire Truct Rider Spring Rider	979.00	$ 97.90	881.10
8.00	B6WBPERF	6' Perferated Bench w/ Back	372.00	$ 297.60	2,678.40
104.00	LT-4	4' x 12" Black Commercial Plastic Border	33.00	$ 416.00	3,016.00
		Timber w/ Stake			-
250.00	EFW	250 cuyds IPEMA Engineered Wood Fiber	45.00	$ 1,125.00	10,125.00
1.00	INSTALL	APC Professional Turn-Key Installation	40,067.00	$ 11,278.00	28,789.00
BUY BOARD # 370-11 (Purchase)		Buy Board 370-11/346-10 TOTAL DISCOUNT		$ 45,548.80	
BUY BOARD # 346-10 (Installation)				SUBTOTAL	$ 111,634.20
				FREIGHT	FREE
				SALES TAX	-
				TOTAL	$ 111,634.20

Approval and acceptance of this proposal may be executed by signing below and faxing or emailing back to the contact information listed above. Unless prior arrangements are approved, payment is due in full upon receipt of invoice.

Company: Date:

Authorized Purchaser: Title:

THANK YOU FOR YOUR BUSINESS!

COUNTY OF HIDALGO - URBAN COUNTY PROGRAM

Price Proposal Form

Price Proposal Form must be submitted to Urban County for pre-approval prior to the purchase. Use additional forms as needed.

Name of Cooperative: Buy Board **Person Contacted:** Chuck Wellenberger

Purchase #1 **Vendor Name:** American Parks Company **Contract No. :** 370-11 **Phone:** 1-800-381-4491

Quantity	Description of Items	Price per Unit	Total Amount
1	Pinnacle Point Commercial Playground	39,367.00	24,228.00
1	Wild Wild West Commercial Playground	40,569.00	25,228.00
1	Utopia Commercial Playground Playground Structure	8,846.00	7,961.40
1	The Woodlands Commercial Playground Structure	8,499.00	7,649.00
1	Frog Rider Spring Rider	599.00	539.00
1	Walley the Whale Spring Rider	599.00	539.00
1	Fire Truck Rider Spring Rider	979.00	881.00
8	6' Perforated Bench w/ back	372.00	2,678.40
104	LT-4 4' x 12" Black Commercial Plastic Border Timber w/ Stake	33.00	3,016.00
205	EFW 250 cuyds IPEMA Engineer Wood Fiber	45.00	10,125.00
1	Install APC Professional Turn-Key Installation	40,067.00	28,789.00
	FREIGHT		0

TOTAL:	111,634.20

Recommendation: These are the items that we the City of Elsa are recommending for purchase for the Mario Leal Park

Requested by: Melissa S. Mata Melissa S Mata **Date** 4-16-2013 **UCP Approval:** [signature] **Date** 5/10/13

Vendor Contract Information

Proposal Do

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Vendors
American Parks Company[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	American Parks Company
Address:	117 West Broadway Prosper, TX 75078
Phone Number:	(800) 381-4491
Email:	info@americanparkscompany.com
Website:	www.americanparkscompany.com
Federal ID:	20-1794833
Contact:	Martin McNeill
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Parks & Recreation Equipment & Installation
Contract#:	370-11
Effective Date:	04/01/2011
Expiration Date:	09/30/2013
Payment Terms:	Net 30 days
Delivery Days:	30
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	370-11
Return Policy:	25% restocking fee
Regulatory Notice:	**BuyBoard contract pricing does not inclu their individual projects to determine the limitation such workers' compensation in or policy. If required, it is the responsibilit insurance or confirmation of coverage, as** **Also, each entity must assess their indivi subject to prevailing wage rate requireme local law. If any such requirements apply, appropriate action to determine complian**

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Vendor Contract Information

Proposal Document | Back

Search:

- All
- Vendor Discounts Only
- Catalog Pricing Only

Vendors
American Parks Company[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	American Parks Company
Address:	117 West Broadway
	Prosper, TX 75078
Phone Number:	(800) 381-4491
Email:	info@americanparkscompany.com
Website:	www.americanparkscompany.com
Federal ID:	20-1794833
Contact:	Martin McNeill
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Parks & Recreation Equipment/Field Lighting Products & Installation
Contract Description:	
Contract#:	346-10
Effective Date:	10/01/2010
Expiration Date:	09/30/2013
Payment Terms:	Net 30 days
Delivery Days:	60
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	All States
Quote Reference Number:	346-10
Return Policy:	25% restocking fee.

Regulatory Notice: BuyBoard contract pricing does not include bonding or insurance. Each entity must a their individual projects to determine the need for bonding and insurance, including v limitation such workers' compensation insurance as may be required by state or loca or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the proje subject to prevailing wage rate requirements under the federal Davis Bacon Act or sta local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Govern Code ("Act"), prohibits a governmental entity from using a competitive bid process th initially considers price in the procurement of professional services covered under th "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and re estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides governmental entity may not use an interlocal contract with a purchasing cooperative purchase engineering or architectural services (Texas Government Code, Section 791 (h)). BuyBoard® contracts do not, and are not intended to, include professional servic that must be procured in accordance with the Act. Cooperative members are reminde they must comply with the Act whenever a contract includes professional services as component part, and may not procure engineering or architectural services through a BuyBoard contract.

BuyBoard Cooperative Purchasing

Administration | RFQ | Reports

Search Results

Search:

- (•) All
- ( ) Vendor Discounts Only
- ( ) Catalog Pricing Only

Vendors
American Parks Company[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Res

Vendor	Description
American Parks Company	5% Discount Off Superior Shape Catalog for Playgroun
American Parks Company	0% Discount Off American Parks Co. for Installation of
American Parks Company	0% Discount Off Sii Structures for Installation of Park B
American Parks Company	5% Discount Off Play On Surfacing Catalog for Playgro
American Parks Company	5% Discount Off Benito Catalog for Playground & Park
American Parks Company	5% Discount Off Play Systems Catalog for All Other Pa
American Parks Company	5% Discount Off American Ramp Co. Catalog for Skate
American Parks Company	5% Discount Off Small Water Slides Catalog for Water
American Parks Company	Installation of Playground Equipment

Extended Product Information

Reference Number: 346-10
Brand: Various
Part Number: Installation
Unit Measure: EA
Vendor Website: www.americanparkscompany.com
Full Description: 0% Discount Off Wow Playgrounds catalog for Installation

American Parks Company	10% Discount Off APC Pricelist for Playground Equipm

Extended Product Information

Vendor	Description
Reference Number:	370-11
Brand:	Various
Part Number:	Catalog
Unit Measure:	EA
Vendor Website:	www.americanparkscompany.com
Full Description:	10% Discount Off APC Pricelist for Playground Equipment

American Parks Company	10% Discount Off Sof'Fall Pricelist for Playground Safe
American Parks Company	10% Discount Off APC Pricelist for Playground Safety S
American Parks Company	10% Discount Off Unionland Pricelist for Playground Ec
American Parks Company	10% Discount Off Playmart Pricelist for Playground Eq
American Parks Company	10% Discount Off APC Pricelist for Playground & Park

Showing 1 to 15 of 15 entries

Contact us 800-695-2919

AMERICAN PARKS ★ COMPANY

The Best Warranty in the Industry!

Our warranty guarantees years of unlimited fun!

Lifetime* Warranty on steel posts
Lifetime* Warranty on all stainless steel hardware
Lifetime* Warranty on aluminum deck and component clamps and aluminum post caps
50 Year Limited Warranty on recycled posts
15 Year Limited Warranty on pipes, rungs, loops and rails
15 Year Limited Warranty on roto-molded plastics
15 Year Limited Warranty on panels
15 Year Limited Warranty on punched steel decks
10 Year Limited Warranty on shade fabric
5 Year Limited Warranty on site amenities
5 Year Limited Warranty on cables & nets
5 Year Limited Warranty on swing seats
5 Year Limited Warranty on moving parts
1 Year Limited Warranty on materials not covered above
1 Year Limited Warranty on installation

*For the purpose of this warranty, "lifetime" encompasses no specific term of years, but rather that the seller warrants to its original customer for as long as the original customer owns the product and uses the product for its intended purpose that the product and all parts will be free from defects in materials and manufacturing workmanship.

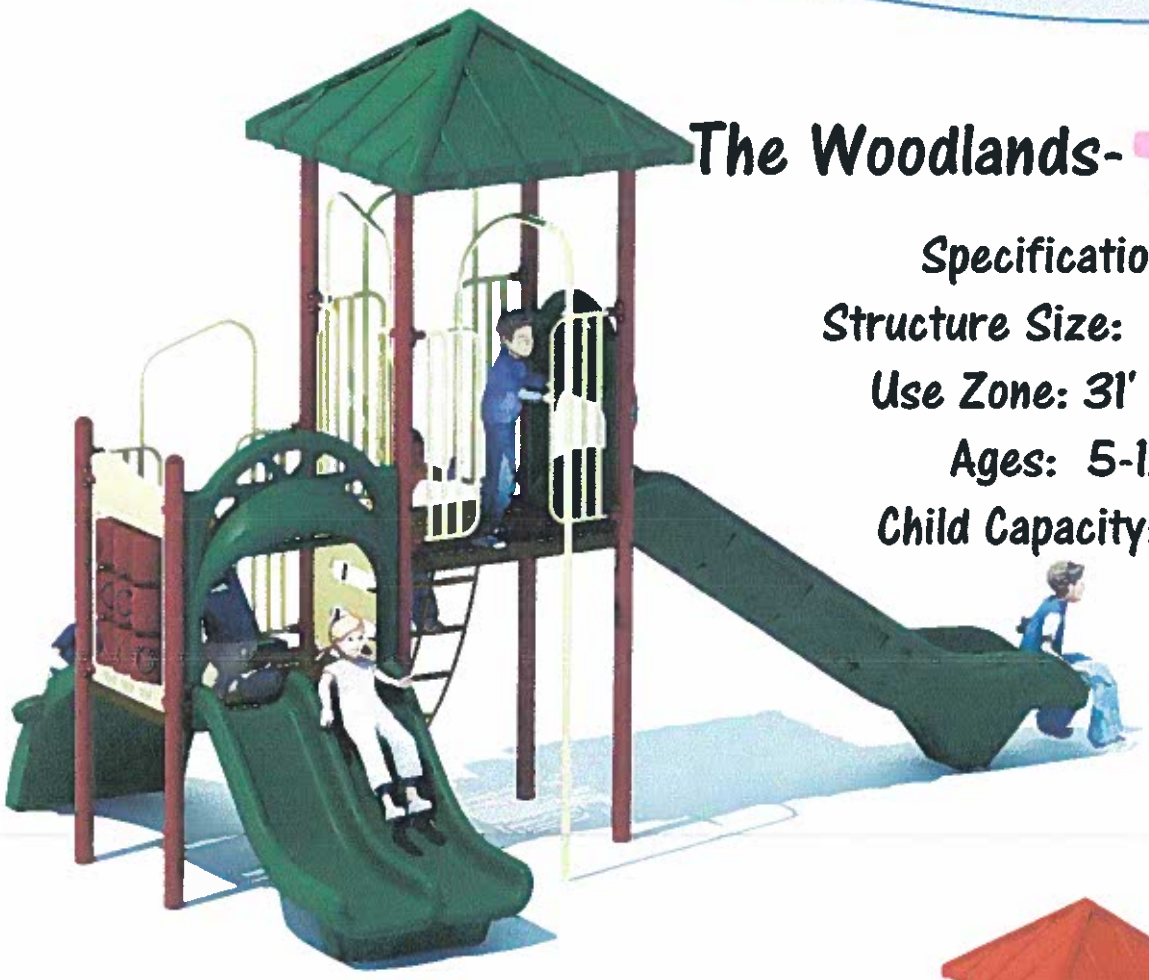
This warranty does not cover damage caused by vandalism, misuse or abuse, altered or modified parts, or cosmetic damage such as scratches, dents, fading or weathering and normal wear and tear.

This warranty is valid only if the structures are installed in conformity with instructions provided by APC using approved APC parts. Warranty claims must be filed within the applicable warranty period and accompanied by a sales order or invoice number.

P.O. Box 489 Prosper, Texas 75078

www.AmericanParksCompany.com (800)381-4491

AMERICAN PARKS ★ COMPANY



The Woodlands- $8,499

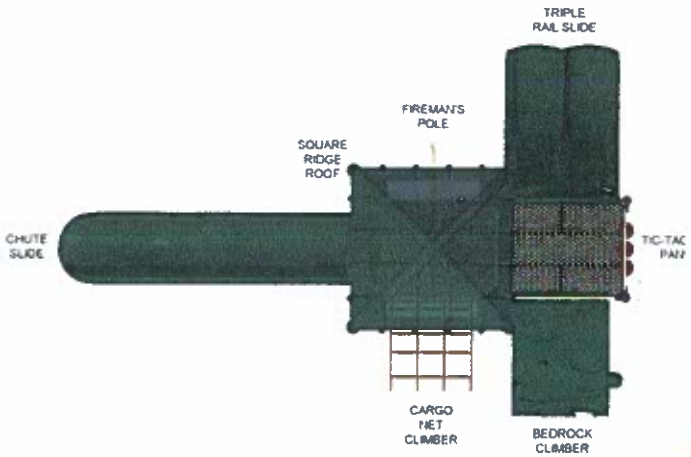
Specifications:

Structure Size: 19' x 12'

Use Zone: 31' x 24'

Ages: 5-12

Child Capacity: 26



Pricing excludes freight, taxes, permits, installation, surfacing, and borders. Quote valid for 30 days.

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AMERICAN
PARKS ★ COMPANY

Pinnacle Pointe

Retail: ~~$39,367~~

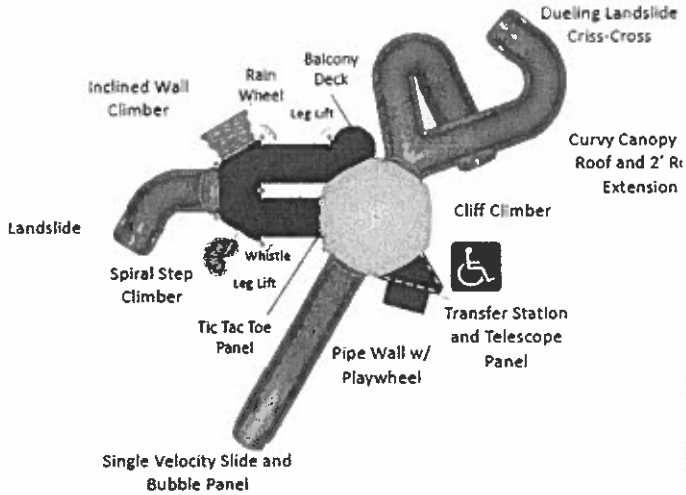
Back to School Sale

Price: $23,999

Age Group: 5-12

Safety Use Zone: 41'x 29'

Child Capacity: 50-55



Pricing excludes freight, taxes, installation, permits, surfacing & borders. Quote valid thru 9/28/12.

www.AmericanParksCompany.com (800) 381-4491

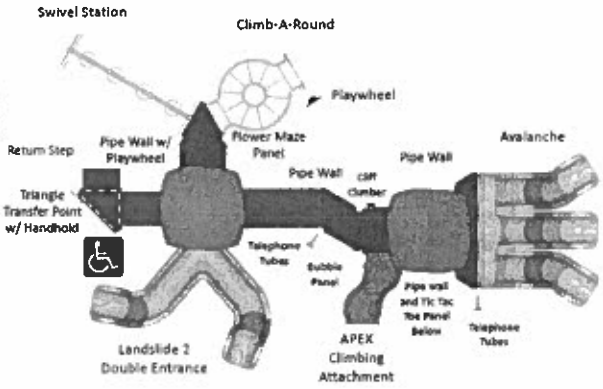
AMERICAN
PARKS ★ COMPANY

WILD WILD WEST

AGE GROUP: 5–12

SAFETY USE ZONE: 48'X 35'

CHILD CAPACITY: 50–55



Retail: ~~$40,569~~

BACK TO SCHOOL SALE

PRICE: $24,999

Pricing excludes freight, taxes, installation, permits, surfacing & borders. Quote valid thru 9/28/12.

www.AmericanParksCompany.com (800) 381-4491

Home / Firetruck Rider

Firetruck Rider

Quick Overview

Firetruck Rider

$979.00

Qty: 1 Add to Cart

Description

Firetruck Rider

Additional Information

SKU	Firetruck Rider
Age Group	No
Child Capacity	No
Use Zone	18'x17'

You have no items in your shopping cart.

RECENTLY VIEWED PRODUCTS

- Whale Rider
- 4' Black Landscape Timber
- 30" Timber Stake
- 6' Perforated Metal Bench w/ Back
- Frog Rider

VERIFIED & SECURED

Authorize.Net Transaction Processing

AMERICAN PARKS COMPANY

1-800-381-4491
117 West Broadway
Prosper, TX 75078

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Find us on Google+

Whale Rider

Quick Overview

Whale Spring Rider

Safety Use Zone: 14' x 15'

$599.00

Qty: 1 Add to Cart Add to Quote

Description

1 seat, one piece rotomolded body with spring, hardware, and instructions.

Additional Information

SKU	Whale Rider
Age Group	2-5
Child Capacity	1
Use Zone	14'x15'

You have no items in your shopping cart.

RECENTLY VIEWED PRODUCTS

4' Black Landscape Timber

30" Timber Stake

6' Perforated Metal Bench w/ Back

Frog Rider

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TIPS-TAPS BuyBoard HGACBuy.com

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Prosper, TX 75078

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6' Perforated Metal Bench w/ Back

Quick Overview

6' Perforated Metal Bench w/ Back

- 12" Seating standard
- 2-3/8" O.D. all MIG welded frame
- 1-1/16" O.D. brace (Portable frame only)
- Cover Plate available for inground and surface mount

Color Option * Choose an Option...

Mounting Option * Choose an Option

* Required Fields

$372.00

Qty: 1 Add to Cart Add to Quote

Description

High class with smooth surface best describes the Perforated Style.

Seats & Back: 11 gauge die formed angle frame 1"x1-7/8" with 3" radius corners. 3/4" #9 steel expanded metal. 7 gauge x 1-1/2" flat bar center support and mounting bracket understructure. Electrically MIG welded.

Coating: Oven fused functionalized polyethylene copolymer-based thermoplastic. Fluidized bed coating application with superior
mechanical performance, impact resistance and UV-stability.

Frame: 2-3/8" O.D. x 12 gauge pre-galvanized structural steel tubing. Seat/back support is bent over a mandrel through the bend radius producing a wrinkle free bend. Tube ends are pre-galvanized steel capped. Seat mounting points are 7 gauge x 1-1/2" die stamped steel flat bar. A 6" x 6" steel plate makes up the surface mount footing. The surface mount plate has four holes for stable mounting, and dipped corners for a more finished look. All electrically MIG welded.

Frame Coating: Electrostatic powder coated application oven cured.

Hardware: All stainless steel hardware fasteners.

Dimensions: 6' bench surface mount with back. Seats and backs are 12" wide x 72" long. Seat height is 18-1/4", seat back height is 35-1/4". Total depth of seat with back is 22-1/4".

Product Attachments

Warranty - American Parks Company Equipment Size: (237.22 KB) Warranty - American Parks Company Equipment Warranty

Additional Information

SKU	APCPER6B
Age Group	N/A
Child Capacity	N/A
Use Zone	N/A

You have no items in your shopping cart.

RECENTLY VIEWED PRODUCTS

Whale Rider

Frog Rider

30" Timber Stake

Quick Overview

If you're looking to create a barrier around your playground, the LT-4 Black Timbers and LTH 30" Stake are just what you're looking for.

$7.00

Qty: 1 Add to Cart Add to Quote

More Views

Description

If you're looking to create a barrier around your playground, the LT-4 Black Timbers and LTH 30" Stake are just what you're looking for.

Additional Information

SKU	ocupi 143
Age Group	No
Child Capacity	No
Use Zone	No

You have no items in your shopping cart.

RECENTLY VIEWED PRODUCTS

- 4' Black Landscape Timber
- 6' Perforated Metal Bench w/ Back
- Whale Rider
- Frog Rider

Transaction Processing

AMERICAN PARKS COMPANY

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Home / **Search results for: 'LT-4'**

Search results for 'LT-4'

4' Black Landscape Timber

$27.00

30" Timber Stake

$7.00

You have no items in your shopping cart.

RECENTLY VIEWED PRODUCTS

- 4' Black Landscape Timber
- 30" Timber Stake
- 6' Perforated Metal Bench w/ Back
- Whale Rider
- Frog Rider

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288046

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 4/3/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Christina Martinez
Commercial Lines - (915) 544-3111 Wells Fargo Insurance Services USA, Inc. 2505 E. Missouri El Paso, TX 79903	PHONE (A/C, No, Ext): 915-534-9429 FAX (A/C, No): 915-534-9431 E-MAIL ADDRESS: christina.martinez1@wellsfargo.com

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
American Parks Co PO Box 489 Prosper, TX 75078	INSURER A: Underwriters at Lloyds, London (IL)	15792
	INSURER B: Hallmark Specialty Insurance Company	26808
	INSURER C: Evanston Insurance Company	35378
	INSURER D: Travelers Casualty and Surety Company	19038
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 5882054 **REVISION NUMBER:** See below

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC			ARTGC38399	09/24/2012	09/24/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			TXH60095103	09/20/2012	09/20/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
C	[X] UMBRELLA LIAB [X] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE DED [ ] RETENTION $			XOMS292112	09/24/2012	09/24/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] N/A If yes, describe under DESCRIPTION OF OPERATIONS below			UB2146M17A	03/24/2013	03/24/2014	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	1,000,000 $ 1,000,000 $ 1,000,000 $

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

The General Liability policy includes a blanket automatic additional insured endorsement and a blanket automatic waiver of subrogation endorsement that provides additional insured and waiver of subrogation status to the certificate holder only when there is a written contract or agreement between the named insured and the certificate holder that requires such status. The Workers Compensation policy includes a blanket automatic waiver of subrogation endorsement that provides this feature only when there is a written contract between the named insured and the certificate holder that requires it. Primary and Non-Contributory wording on General Liability. Additional Insured & Waiver of Subrogation in favor Auto Liability.

CERTIFICATE HOLDER

Pogue Construction Co., LP
1512 Bray Central Drive, Ste 300
McKinney, TX 75069

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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(This certificate replaces certificate# 5184173 issued on 11/14/2012)

Monica Leal

From: Chuck Wellenberger [chuck@americanparkscompany.com]
Sent: Friday, May 10, 2013 3:24 PM
To: monica.leal@ucp.co.hidalgo.tx.us
Subject: FW: Scan from a Xerox WorkCentre

Attachments: img-416150852-0001.pdf

img-416150852-000
1.pdf (95 KB)...

Monica,

Thank you for the call. I will honor this proposal through May 31, 2013.

The installer for this project will be the following:

Mike Inmon
Mike's Professional Playground Installation
3349 Hwy. 22, Hillsboro, TX 76645

Have a great weekend.

Chuck Wellenberger
Vice President of Sales

toll free: 1-800.381.4491
fax: 1-888-934-6441

STAY CONNECTED

http://www.AmericanParksCompany.com

Proverbs 13:11

Wealth gained by dishonesty will be diminished, but he who gathers by labor will increase.

-----Original Message-----
From: Monica Leal [mailto:monica.leal@ucp.co.hidalgo.tx.us]
Sent: Tuesday, April 16, 2013 3:30 PM
To: 'Chuck Wellenberger'
Subject: FW: Scan from a Xerox WorkCentre

Good afternoon Chuck,

Again, I apologize for bothering you, but I did some further research on the quote you submitted and noticed that either some of the prices were off meaning they were either over or under the catalog price. I have attached the quote and the changes that I made. Please contact me when you receive my email so we can go over it to better understand it.

Respectfully submitted,

Monica Leal
UCP Coordinator 1
Urban County Program
956-787-8127 office

956-318-2988 fax

-----Original Message-----
From: WorkCentre 7346 [mailto:scan@co.hidalgo.tx.us]
Sent: Tuesday, April 16, 2013 3:09 PM
To: monica.leal@ucp.co.hidalgo.tx.us
Subject: Scan from a Xerox WorkCentre

Please open the attached document. It was scanned and sent to you using a Xerox WorkCentre.

Sent by: MARY
Number of Images: 1
Attachment File Type: PDF

Device Name: WorkCentre 7346
Device Location:

For more information on Xerox products and solutions, please visit http://www.xerox.com/

AI-38695 **Urban County** **15. B.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Ester Gonzalez-Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Urban County Program (UCP) is requesting Commissioner's Court consideration and approval to appoint the UCP Executive Director, Diana R. Serna, as the Section 3 Certifying Officer to ensure compliance with Section 3 requirements related to TxCDBG program funds.
2. Consideration and approval to authorize the county Judge to sign any and all documents associated with Section 3 compliance requirements.

BACKGROUND

As required by the State of Texas, the Hidalgo County Urban County Program (UCP) must appoint a Section 3 Compliance Officer to ensure compliance with its Section 3 Plan and HUD Section 3 reporting requirements.

Attachments

Agenda backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/09/2013 02:00 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

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Texas Department of Rural Affairs
Texas Community Development Block Grant Program
PO Box 12877
Austin, TX 78711

POLICY ISSUANCE CDBG 10-02

SUBJECT: SECTION 3 COMPLIANCE

Effective Date: July 8, 2010

PURPOSE:

As a condition of receiving HUD CDBG funds, the Texas CDBG certifies that it will comply with the requirements of "Section 3" annually pursuant to 24 CFR 570.487(d). Section 3 refers to Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) as amended, and implementing regulations at 24 CFR Part 135. Accordingly, the Texas Department of Rural Affairs (TDRA) has the legal responsibility to monitor recipients of Texas Community Development Block Grant (TxCDBG) funds for Section 3 compliance. This policy issuance clarifies and updates the Section 3 requirements for TxCDBG Grant Recipients.

BACKGROUND:

HUD Community Planning and Development has conveyed that the Section 3 program requires that recipients of certain HUD financial assistance, such as CDBG, to the greatest extent possible, provide job training, employment, and contract opportunities for low- or very-low income residents in connection with projects and activities in their neighborhoods.

HUD has said that the Section 3 regulation recognizes that HUD funding typically results in projects/activities that generate new employment, training and contracting opportunities. These economic opportunities not only provide "bricks and mortar", but can also positively impact the lives of local residents who live in the neighborhoods being redeveloped. Further, HUD has conveyed that Section 3 of the Housing and Urban Development Act of 1968, as amended, is their legislative directive for providing preference to low- and very low-income residents of the local community (regardless of race or gender), and the businesses that substantially employ these persons, for new employment, training, and contracting opportunities resulting from HUD-funded projects.

The additional reporting requirements included in this policy issuance are a result of clarification and training provided by HUD and an increased emphasis on Section 3 at the federal level. TDRA anticipates increased review and scrutiny of Section 3 compliance. Please see the attached testimony from John D. Trasviña, Assistant Secretary for Fair Housing and Equal Opportunity, HUD.

ACTION: This Policy Issuance modifies Section 3 reporting requirements and provides greater detail regarding Section 3 goals and requirements by:

- adding the following pages to the 2009 TxCDBG Project Implementation Manual, Chapter 10 Civil Rights Requirements; Chapter 5 Procurement Procedures; and Chapter 12 Contract Closeout; and
- revising the existing Forms A1001, A1002, and A503; and creating Forms A1011 and A1012.

EFFECTIVE DATE:

All guidance in this document is effective as of the date of this policy issuance. Grant recipients MUST use and submit the revised forms as of July 8, 2010.

Thank you for your efforts to ensure compliance with all federal, state and program requirements. If you have any questions or if we can provide any further assistance, please contact me or Community Development Manager Suzanne Barnard at 512-936-0247 or suzanne.barnard@tdra.state.tx.us.

Mark Wyatt

Mark Wyatt, Director
Texas Community Development Block Grant Program

- Take necessary actions to ensure that members of the protected groups have equal access to any information, related services, job opportunities and training associated with the project. These actions are committed to in the Local Opportunity Plan discussed on the next page.
- Maintain records of final project beneficiaries by race, ethnicity, and sex and include this information in the *Project Completion Report* **(Form A1200)**. See **Chapter 12: Contract Closeout**.
- Exercise non-discrimination in decision-making processes for all elements of a CDBG project.

10.1.2 Inclusion of Equal Employment Opportunity (EEO) Provisions in Construction Contracts

Grant Recipients are required to include applicable equal opportunity provisions and certifications in the bid packages and contracts. These are included in the Sample Bid Package found in **Chapter 5: Procurement**. A list of guidelines for construction contractors regarding equal opportunity is included as **Form A1001**. These guidelines should be discussed with the construction contractor during the preconstruction conference.

10.1.3 Compliance with Section 3 Requirements

In accordance with Section 3 of the Housing and Urban Development Act of 1968, as amended, Grant Recipients using TxCDBG funding for housing or other public construction are required, to the greatest extent feasible, to provide training and employment opportunities to lower income residents and contract opportunities to businesses in the project area.

Although Grant Recipients must comply with the State of Texas statutory requirements on competitive bidding, ("lowest and best bid"), the following steps should be taken regarding Section 3 compliance:

1. Prepare & make available to the public a written Section 3 policy (see **Form A1002-rev**).
2. Take affirmative steps to follow the Section 3 Policy and document those efforts.
3. Include the Section 3 Policy and *Equal Opportunity Guidelines for Construction Contractors* **(Form A1001-rev)** in any bid packets for contracts on TxCDBG projects. Notify all bidders that adherence to the Section 3 Policy will be required for contracts and sub-contracts in excess of $100,000.

HUD Section 3 Goals

The following goals apply to TxCDBG contracts [see 24 CFR 135.30 and 24 CFR 570.487(d)]:

a) 30% of the total number of new hires directly related to the TxCDBG-funded project should be Section 3 residents;
b) 10% of the total dollar amount of all construction contracts directly related to the TxCDBG-funded project should be awarded to Section 3 business concerns; and
c) 3% of the total dollar amount of all non-construction contracts directly related to the TxCDBG-funded project should be awarded to Section 3 business concerns.

Grant Recipients must further the Section 3 goals "to the greatest extent feasible." Section 3 regulations **should not be construed** to mean that recipients are *required* to hire Section 3 residents or award contracts to Section 3 businesses. Section 3 regulations also do not apply to the Grant Recipient's hiring and contracting activities *other than what is needed* to complete TxCDBG projects.

Definitions

Section 3 Residents:

a) Residents of Public and Indian Housing; or
b) Low- or very low-income persons that reside in the metropolitan area or nonmetropolitan county in which the TxCDBG funds are expended, or who identify themselves as Section 3 Residents.

Section 3 Business Concerns:

a) Businesses that are 51 percent or more owned by Section 3 residents;
b) Businesses whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the firm were Section 3 residents;
c) Businesses that provide evidence of a commitment to subcontract in excess of 25 percent of the dollar amount of all subcontracts to be awarded to businesses that meet the qualifications described above; or
d) Businesses located within the Grant Recipient's jurisdiction that identify themselves as Section 3 Business Concerns because they provide economic opportunities for low- and very low-income persons.

Grant Recipient Section 3 Responsibilities

If ***new*** employment, training, or contracting opportunities are created during the expenditure of TxCDBG funding, the TxCDBG Grant Recipient (and their contractors or subcontractors as applicable) must take the following actions "to the greatest extent feasible" in addition to compliance with State of Texas competitive bidding requirements and other related requirements:

1) Notify Section 3 Residents and Business Concerns in writing about training and employment opportunities generated by the TxCDBG-funded project;
2) Notify Section 3 Business Concerns in writing about the availability of contracting opportunities generated by the TxCDBG-funded project;
3) Notify potential contractors completing work on Section 3 covered projects of their responsibilities in writing;
4) Incorporate the Section 3 clause (see Appendix K, section 34) into all solicitations and contracts greater than $100,000, as well as all subcontracts of those contracts;
5) Facilitate the training and employment of Section 3 Residents and the awarding of contracts to Section 3 Business Concerns;
6) Obtain Section 3 compliance reports from contractors and subcontractors as required;
7) Refrain from entering into contracts with contractors that are in violation with the Section 3 regulations (if the Grant Recipient has been notified of such violations);
8) Document actions taken to comply with Section 3; and
9) Report Section 3 information as described below.

Note: Requirements 1 and 2 may be satisfied by preparing, making available to the public, and following a Section 3 Policy (see **Form A1002-rev** for a sample plan).

Requirement 3 may be satisfied by including the Grant Recipient's adopted Section 3 Policy in construction related bid packets and requiring bidders to certify as part of the bid response that a Contractor's Section 3 Policy will be submitted if they are awarded the contract (see Appendix K for a sample contractor's plan).

If ***no new*** employment, training, or contracting opportunities are created during the expenditure of TxCDBG funding, the Grant Recipient must still report Section 3 information as described below to confirm that Section 3 has not been triggered.

Contractor Section 3 Responsibilities

If a Grant Recipient executes a contract with a contractor that exceeds $100,000, Section 3 goals and reporting also apply to that contractor.

- The contractor must report all new employment, contracting, and training opportunities directly related to the TxCDBG-funded project to the Grant Recipient using **Form A1012** or similar format.
- If a subcontract exceeds $100,000, the subcontractor must report to the prime contractor all new employment, contracting, or training opportunities directly related to the TxCDBG-funded project; the prime must include the subcontractor's information in its report to the Grant Recipient.

SECTION 3 EXAMPLE – What Opportunities Must Be Reported?
(also see diagram below for visual representation of this example)

Grant Recipient receives a $300,000 TxCDBG grant (with $70,000 match) to install water lines and in 2009:

- hires one person related to the project,
- contracts with Consultant ($15,000),
- contracts with Contractor A ($250,000),
- contracts with Contractor B ($100,000).

Contractor A:

- hires two people related to the project,
- contracts with Subcontractor C ($101,000),
- contracts with Subcontractor D ($25,000),
- reports 2 contracts and 2 new hires to the Grant Recipient, plus information from Subcontractor C (all items in diagram marked in blue).

Subcontractor C:

- hires one person related to the project,
- contracts with Subcontractor E,(50,000), and
- reports 1 contract and 1 new hire to prime Contractor A (items marked in diagram in darker blue).

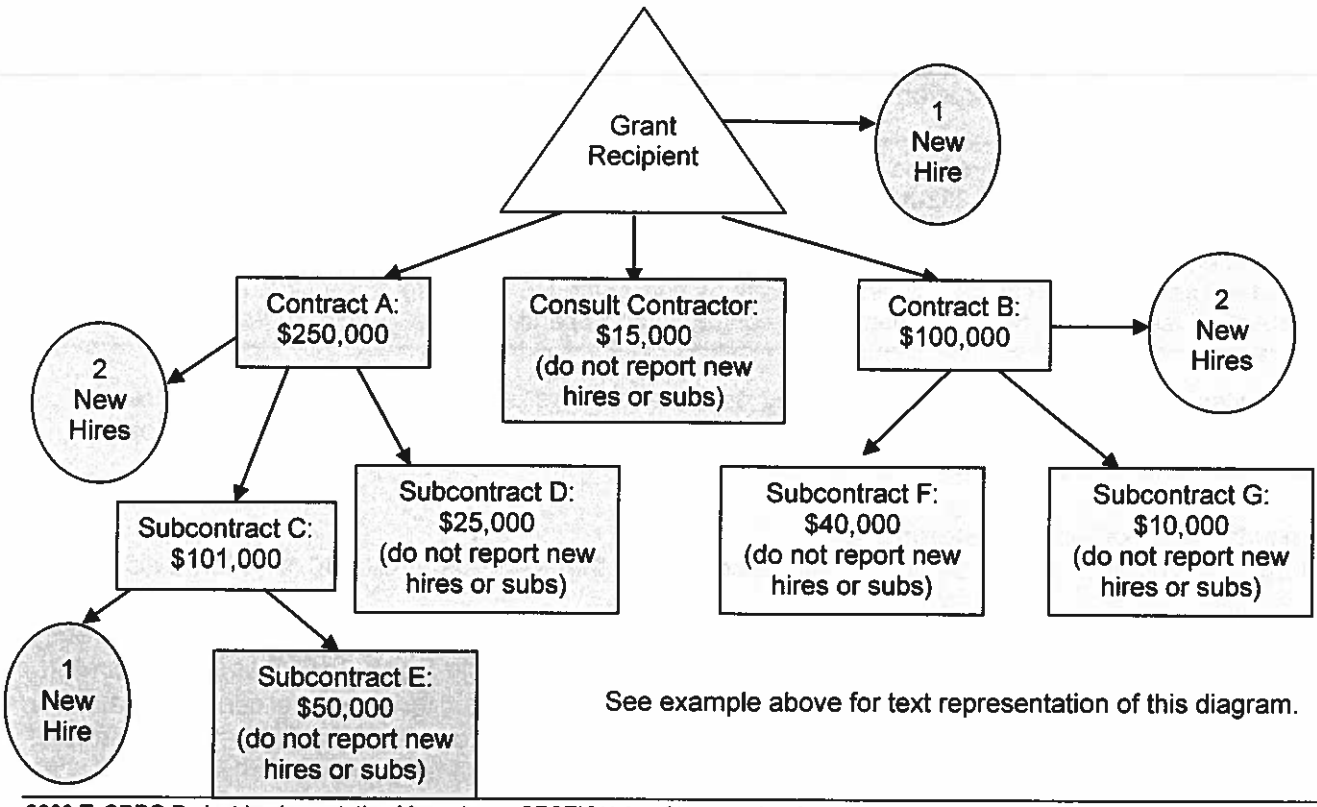
Contractor B:

- hires two people related to the project, and
- contracts with Subcontractor F ($40,000),
- contracts with subcontractor G ($10,000),
- reports 2 contracts and 2 new hires to the Grant Recipient (all items in diagram marked in green).

Consultant Contractor does NOT submit a Section 3 report to the Grant Recipient.

The Grant Recipient's Form A1011 for 2009 reports 6 new hires and 8 contracting opportunities. Had the following occurred, the Grant Recipient would have achieved HUD's Section 3 goals:

- 2 of the 6 new hires were Section 3 residents;
- $35,000 of the $350,000 in construction contracts were awarded to Section 3 Businesses; and
- $450 of the $15,000 in non-construction contracts were awarded to Section 3 Businesses.



See example above for text representation of this diagram.

Section 3 Reporting
The Grant Recipient must report Section 3 compliance in two ways:

- The *Financial Interest Report* (**Form A503**) - indicates each company's status as a Section 3 Business Concern and identifies contracts greater than $100,000 subject to Section 3 requirements.
- The *Section 3 Annual Report* (**Form A1011**) - indicates Section 3 compliance for the calendar year. Contracting and employment opportunities reported on **Form A1011** include:
  - opportunities created by the Grant Recipient and all contractors or subcontractors with contracts that exceed $100,000; and
  - persons hired and contracts executed during the **calendar year only** (NOT cumulative); opportunities reported for one year may **not** be repeated for the following year's report).

Form A1011 must be submitted as an attachment to:

- the *Quarterly Progress Report* for the 4th quarter of each year the contract is open (no later than January 20th), and
- the *Project Completion Report.*

The Grant Recipient will be considered in compliance with Section 3 requirements, absent evidence to the contrary, if:

- the Grant Recipient reports on the *Section 3 Annual Report* that it has met the minimum numerical goals above, or
- the Grant Recipient provides evidence that an appropriate Section 3 Plan was adopted and implemented, regardless of the actual percentage of employment, training, and contracting opportunities secured by Section 3 Residents or Business Concerns as reported on the *Section 3 Annual Report*. **If the numerical goals were not met, this evidence must include an explanation of the reasons the goals were not met.**

10.1.4 Participation by Small, Minority, and Women-Owned Businesses

Grant Recipients are encouraged to affirmatively take action to utilize small (SBE), minority (MBE) and women-owned businesses (WBE) whenever possible. Although Grant Recipients are not directly responsible for meeting a specific minority business participation goal, TXCDBG reports to HUD on the levels of MBE and WBE hiring under all CDBG contracts.

The following suggestions can be used to increase participation of small, minority and women owned-businesses are listed below.

Note: Payment of bond premiums on behalf of such firms is an allowable expenditure that can be paid for with CDBG funds only out of the general administration budget category.

- Place qualified small, minority, and women owned firms on solicitation lists. The Texas Facilities Commission (TFC) provides the Historically Underutilized Business (HUB) Directory that includes small businesses that are minority and women-owned. The directory can be obtained from online at http://www.window.state.tx.us/procurement//cmbl/cmblhub.html. Additional information on HUB certification is available at http://www.window.state.tx.us/procurement/prog/hub/.

- Utilize the Minority Business Development Centers (MBDCs) located throughout Texas. The Minority Business Development Agency of the U.S. Department of Commerce funds MBDCs. This network can assist in achieving local and state minority business goals by providing relevant information, management assistance, technical assistance, program outreach and brokerage services to minority firms. A listing of MBDCs can be found on the internet at: http://www.mbda.gov/?section_id=10.

- Solicit bids/services from small, minority and women-owned businesses whenever they are potential sources.

- Divide project activities into smaller tasks or services to allow participation by these types of businesses, if economically feasible.

- Provide direct bonding assistance to minority business enterprises in order to promote their participation in the CDBG funded projects.

- Provide small, minority and women-owned businesses with information regarding the Small Business Administration (SBA) Surety Bond Guarantee Program. This program opens the bonding system to new, small, or financially marginal disadvantaged construction contractors who are not able to obtain bonding through their own efforts, or find it too costly in the standard market. This applies to contracts of $1.25 million or less. Information on the program and local contact information can be found online at http://www.sba.gov/OSG/faqs.html or by contacting the regional office at 4300 Amon Carter Blvd. Suite 114 Fort Worth, Texas 75155 Phone: (817) 684-5500.

Throughout the contract period, all Grant Recipients are required to submit data on their rates of contracting with Section 3, small, women, and minority owned businesses. MBE and Section 3 information is reported on the *Financial Interest Report* **(Form A503)**.

MBE reports should include contracts and subcontracts for engineering, administration, material, construction and any other major contracts awarded. Any contract or subcontract under $2,000 does not have to be included in this report. When reporting subcontract amounts, the prime contract should be reduced accordingly to avoid duplication in reporting of construction contract dollars. The *Project Completion Report* **(Form A1200)** requires all contracts previously reported to be listed cumulatively with their final contract amounts.

MBE Definitions

Minority business enterprise is a business (corporation, partnership, sole proprietorship, or other legal entity formed for the purpose of making a profit) which is at least 51 percent owned by one or more minority group members; or, in the case of a publicly-owned business, one in which at least 51 percent of its voting stock is owned by one or more minority group members, and whose management and daily business operations are controlled by one or more such individuals. For this purpose, minority group members are those groups of U.S. citizens found to be disadvantaged by the Small Business Administration pursuant to Section 8(d) of the Small Business Act.

Women-owned small business is defined as at least 51 percent owned by one or more women, or in the case of publicly owned businesses, at least 51 percent of the stock is owned by one or more women, and the management and daily operations of which are controlled by one or more women.

Minority group members are individuals who are members of the races: Black/African-American, Asian, American Indian/ Alaskan Native, Native Hawaiian/Pacific Islander, or Other Multi-racial; or consider themselves of Hispanic ethnicity.

Suggested Ideas for Meeting the Fair Housing Activities Requirement

- Conduct a community-wide housing analysis to determine impediments to fair housing and implement actions to eliminate these impediments.
- If the Grant Recipient is a city, pass a fair housing ordinance. It is important that the ordinance include a penalty clause. Also, publicize the existence of such an ordinance (e.g., newspaper advertisement, or fliers enclosed in utility bills). A sample fair housing ordinance is included as **Form A1010**.
- If the Grant Recipient is a county, adopt written fair housing policies and procedures that are equivalent to a fair housing ordinance and publicize the existence of the policies/procedures (e.g., newspaper advertisement). A sample fair housing policy may be obtained from TxCDBG.
- Sponsor or fund fair housing counseling/referral services for owners and renters.
- Have a written local complaint and monitoring process and notify the public of its existence through newspaper advertisements, or through notices in utility statements.
- Promote housing opportunities outside historically minority and/or low and moderate-income neighborhoods.
- Designate April as "Fair Housing Month" by proclamation along with another sponsoring activity. See **Form A1007** for a sample proclamation.
- Utilize local businesses and banking institutions to promote fair housing by displaying fair housing posters.
- Announce the Grant Recipient's support of fair housing by means of newspaper advertisements, marquee displays, or public service announcements. See **Form A1009** for a sample public service announcement.
- Conduct free training workshops on fair housing laws to homebuyers, rental property owners, and tenant organizations.
- Sponsor a poster contest or essay writing contest at local schools to educate and promote fair housing.
- Review local zoning laws and procedures to determine whether they contribute to, or detract from, fair housing choice.
- Find ways to inform builders and architects as early as possible in the project design phase, but certainly no later than the issuance of a building permit, of the need to comply with the accessibility requirements of the Fair Housing Act.

10.2 Monitoring and Recordkeeping

In monitoring Grant Recipients for Equal Opportunity and Fair Housing compliance, TxCDBG Staff will review at least the following four major areas:

1. The beneficiaries of each TxCDBG funded contract.

2. Documentation of completed fair housing activities. Grant Recipients should maintain the following files and have available for review:
   - Beneficiary data by race, ethnicity and gender;
   - Any and all handbooks, policies and procedures manuals, and resolutions or ordinances regarding employment;
   - Any advertisement for employment and documentation regarding the subsequent applicants and individuals hired. Advertisements should contain the language "equal employment opportunity employer" (or similar);
   - An Excessive Force Policy **(Form A1003)**;
   - Contractor Certification of Compliance with Section 3 or equivalent;
   - Written Section 3 Policy for Grant Recipient and all other parties under contract engineering firms and administration consultant as well as construction contractors **(Form A1002);**
   - Correspondence concerning Contractor Equal Opportunity compliance;
   - Copies of Financial Interest Reports **(Form A503)** with MBE and Section 3 information;
   - Newspaper advertisements of the Notice on Section 504 Compliance Requirements;

A1001-rev

Equal Opportunity Guidelines for Construction Contractors

Note: To be included in bid packet and distributed at the preconstruction conference

1. **What are the responsibilities of the offeror or bidder to insure equal employment opportunity?**
   The offeror or bidder must comply with the "Equal Opportunity Clause" and the "Standard Federal Equal Opportunity Construction Contract Specifications."
2. **Are construction contractors required to insure a comfortable working environment for all employees?**
   Yes, it is the construction contractor's responsibility to provide an environment free of harassment, intimidation, and coercion to all employees and to notify all foremen and supervisors to carry out this obligation, with specific attention to minority or female individuals.
3. **To alleviate developing separate facilities for men and women on all sites, can a construction contractor place all women employees on one site?**
   No, two or more women should be assigned to each site when possible.
4. **Are construction contractors required to make special outreach efforts to Section 3 or minority and female recruitment sources?**
   Yes, construction contractors must establish a current list of Section 3, minority and female recruitment sources. Notification of employment opportunities, including the availability of on-the-job training and apprenticeship programs, should be given to these sources. The efforts of the construction contractors should be kept in file.
5. **Should records be maintained on the number of Section 3 residents, minority and females applying for positions with construction contractors?**
   Yes, records must be maintained to include a current list of names, addresses and telephone numbers of all Section 3, minority and female applicants. The documentation should also include the results of the applications submitted.
6. **What happens if a woman or minority is sent to the union by the Contractor and is not referred back to the Contractor for employment?**
   If the unions impede the construction contractor's responsibility to provide equal employment opportunity, a written notice should be submitted to TXCDBG.
7. **What efforts are made by construction contractors to create entry-level positions for Section 3 residents, women and minorities?**
   Construction contractors are required to develop on-the-job training programs, or participate in training programs, especially those funded by the Department of Labor, to create positions for Section 3 residents, women and minorities and to meet employment needs.
8. **Are any efforts made by the Contractor to publicize their Equal Employment Opportunity (EEO) policy?**
   Yes, the construction contractor is responsible for notifying unions and sources of training programs of their equal employment opportunity policy. Unions should be requested to cooperate in the effort of equal opportunity. The policy should be included in any appropriate manuals, or collective bargaining agreements. The construction contractor is encouraged to publicize the equal employment opportunity policy in the company newspaper and annual report. The Contractor is also responsible to include the EEO policy in all media advertisement.
9. **Are any in-service training programs provided for staff to update the EEO policy?**
   At least annually a review of the EEO policy and the affirmative action obligations are required of all personnel employees of a decision-making status. A record of the meeting including date,

time, location, persons present, subject matter discussed, and disposition of the subject matter should be maintained.

10. **What recruitment efforts are made for Section 3 residents, minorities and women?**
    The construction contractor must notify both orally and in writing, Section 3, minority and female recruitment sources one month prior to the date of acceptance for apprenticeship or other training programs.

11. **Are any measures taken to encourage promotions for minorities and women?**
    Yes, an annual evaluation should be conducted for all minority and female personnel to encourage these employees to seek higher positions.

12. **What efforts are taken to insure that personnel policies are in accordance with the EEO policy?**
    Personnel policies in regard to job practices, work assignments, etc. should be continually monitored to insure that the EEO policy is carried out.

13. **Can women be excluded from utilizing any facilities available to men?**
    No, all facilities and company activities are non-segregated except for bathrooms or changing facilities to insure privacy.

14. **What efforts are made to utilize minority and female contractors and suppliers?**
    None, however records are kept of all offers to minority and female construction contractors.

15. **If a construction contractor participates in a business related association that does not comply with affirmative action standards, does that show his/her failure to comply?**
    No, the construction contractor is responsible for its own compliance.

16. **Will a construction contractor be in violation of EEO policy and affirmative action if he sets up one set of goals to include minorities and women?**
    Yes. There is a separate goal for minorities and a separate single goal for women. The construction contractor is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women both minority and non-minority.

17. **Can a construction contractor hire a subcontractor who has been debarred from government contracts pursuant to EEO?**
    No. The construction contractor must suspend, terminate or cancel its contract with any Subcontractor who is in violation of the EEO policy.

18. **What effort has been taken by the construction contractor to monitor all employment to insure the company EEO policy is being carried out?**
    The construction contractor must designate a responsible individual to keep accurate records of all employees that includes specific information required by the government.

A1002-rev

Sample Section 3 Policy

In accordance with 12 U.S.C. 1701u, (Section 3), the *(name of Grant Recipient)* agrees to implement the following steps, which, to *the greatest extent feasible*, will provide job training, employment and contracting opportunities for Section 3 residents and Section 3 businesses of the areas in which the program/project is being carried out.

A. Introduce and pass a resolution adopting this plan as a policy to strive to attain goals for compliance to Section 3 regulations by increasing opportunities for employment and contracting for Section 3 residents and businesses.

B. Assign duties related to implementation of this plan to the designated Equal Rights Officer.

C. Notify Section 3 residents and business concerns of potential new employment and contracting opportunities as they are triggered by TxCDBG grant awards through the use of: Public Hearings and related advertisements; public notices; bidding advertisements and bid documents; notification to local business organizations such as the Chamber(s) of Commerce or the Urban League; local advertising media including public signage; project area committees and citizen advisory boards; local HUD offices; regional planning agencies; and all other appropriate referral sources. Include Section 3 clauses in all covered solicitations and contracts.

D. Maintain a list of those businesses that have identified themselves as Section 3 businesses for utilization in TxCDBG funded procurements, notify those businesses of pending contractual opportunities, and make this list available for general Grant Recipient procurement needs.

E. Maintain a list of those persons who have identified themselves as Section 3 residents and contact those persons when hiring/training opportunities are available through either the Grant Recipient or contractors.

F. Require that all Prime contractors and subcontractors with contracts over $100,000 commit to this plan as part of their contract work. Monitor the contractors' performance with respect to meeting Section 3 requirements and require that they submit reports as may be required by HUD or TDRA to the Grant Recipient.

G. Submit reports as required by HUD or TDRA regarding contracting with Section 3 businesses and/or employment as they occur; and submit reports within 20 days of calendar year end which identify and quantify Section 3 businesses and employees.

H. Maintain records, including copies of correspondence, memoranda, etc., which document all actions taken to comply with Section 3 regulations.

As officers and representatives of *(name of Grant Recipient)*, we the undersigned have read and fully agree to this plan, and become a party to the full implementation of this program.

Signature _____ Title _____ Date _____

- Experience with federal programs;
- Capacity to perform the specific proposed task;
- Affirmative action efforts; and
- References -- a list of past/current clients so that the proposals can be ranked based on past performance. The selection committee should contact these references and evaluate the respondent's experience, work performance, and capacity to perform.

- Sample Contract. A sample professional services contract containing the terms and conditions of the contract between the Grant Recipient and the professional service provider should be provided as part of the RFP package. This contract should contain four parts:
  - Part I - Agreement
  - Part II - Scope of Work
  - Part III - Payment Schedule
  - Part IV - Terms and Conditions

STEP 5 Advertise and Distribute the RFP

In order to create competition for the work, the Grant Recipient must advertise the RFP. A sample advertisement is provided that can be altered for the appropriate professional service. The Grant Recipient must:

- Contact a minimum of five individuals/firms for their response by either email, fax, or return receipt mail. At least three of the firms contacted must be "local" to the Grant Recipient's COG region, or a contiguous region, based on:
  - the location of the firm's offices, or
  - history of contracts managed.

  The Grant Recipient may request a list of service providers on previous contracts from TxCDBG if it is not familiar with service providers in the area. The remaining two or more firms may be selected based on other criteria for effective competition if documented in the local files.

- Advertise in a locally distributed newspaper. (If no local newspaper is published in the municipality or county, the advertisement may be posted at the city hall or county courthouse.) The deadline for receipt of proposals must be at least ten days after the date of public advertisement and contact dates of the RFP.

***Newspaper Advertisement* For Management or Engineering Services**

(DATE)

GRANT (MANAGEMENT)
(ENGINEERING/ARCHITECTURAL SERVICES)

PUBLICNOTICE

The City of Two Dash has recently received a Contract award from the Texas Department of Rural Affairs (TDRA) for water system improvements. Accordingly, the City is seeking to contract with a qualified (individual/ management firm); (engineer/engineering firm registered to practice in the State of Texas) to (administer the contract), (prepare all preliminary and final design plans and specifications, and to conduct all necessary interim and final inspections).

Please submit your proposal of services and a statement of qualifications for these proposed services to the address below:

City of Two Dash
City Hall
100 Main Street
Two Dash, Texas 78000

SAMPLE

Proposals must be received by the City no later than 10:00 am on the 15th day of May, 2009 to be considered. The City reserves the right to negotiate with any and all individuals, engineers or firms that submit proposals, as per the Texas Professional Services Procurement Act and the Uniform Grant and Contract Management Standards.

The City of Two Dash is an Affirmative Action/Equal Opportunity Employer.

STEP 6 Promote participation of MBEs and Section 3 Businesses

Grant Recipients should actively take steps to encourage proposals from small, minority, and female-owned businesses (MBEs), as well as Section 3 business concerns.

STEP 7 Rate Proposals and Document the Process

Once the deadline for submitting proposals has passed, the selection committee must rate the proposals using only the specific selection criteria identified in its RFP. This selection process must be thorough, uniform, and well documented through the rating sheets developed in Step 3.

5.2 Construction and Materials Contracts

Construction services and materials contracts paid in whole or in part with TxCDBG funds must be procured using either the **Small Purchase** procurement method or the **Sealed Bids** procurement method.

5.2.1 Small Purchase Procurement

The Small Purchase procurement method uses relatively simple and informal procurement methods to secure equipment, non-professional services, supplies or other property that cost, in the aggregate, less than $50,000 in accordance with state law.

> Small Purchase Procurement applies to contracts or "jobs" that cost less than $50,000.

Key concepts for Small Purchase procurement include:

- Aggregate cost – total cost of the project including TxCDBG funds and all other funding sources;
- Job – a project as defined by the engineering plans and specs;
- Separate purchases – purchases, made separately, of items that in normal purchasing practices would be purchased in one purchase;
- Sequential purchases – purchases, made over a period, of items that in normal purchasing practices would be purchased in one purchase;
- Component purchases – purchases of the component parts of an item that in normal purchasing practices would be purchased in one purchase.

The Local Government Code, Sec. 262.023 (c) and Sec. 252.062 (a) specifically prohibits the use of the small purchase procurement method to make separate, sequential, or component purchases of items or services, with the intent of avoiding the competitive bidding and competitive proposal requirements. For example:

- A water line job should be one purchase, rather than separate purchases of pipe, fire hydrants, valves, and fittings.
- A water storage tank should be bid as one purchase, rather than separate purchases of site preparation, foundation, piping, valves, welding, etc.

Prior to beginning small purchase procedures, the Grant Recipient should get an estimate of the cost of the construction from the engineer. If the estimated cost is greater than $50,000, small purchase procurement is not appropriate.

Step-by-Step Small Purchase Procedures

> Wage Rates are not required for construction contracts less than $2,000.

STEP 1 Comply with Davis-Bacon Act requirements

The Grant Recipient must obtain prevailing wage rates for the local area as required by the Davis-Bacon and Related Acts, and incorporate those wage rates into the procurement for construction. See **Chapter 7: Davis-Bacon Labor Standards** for specific information on the requirements of the Davis-Bacon Act.

STEP 2 Contact three vendors for quotes or estimates

The Grant Recipient must contact at least three firms by phone, in person, or in writing, to obtain cost estimates for the goods or services. The responses (including responses that indicate no interest or quotes provided) must be recorded on the *Small Purchase Procurement Record* **(Form A504)** and submitted to TxCDBG Program Staff.

STEP 3 Promote participation of MBEs and Section 3 Businesses

The Grant Recipient should actively take steps to encourage proposals from small, minority, and female-owned businesses (MBEs), as well as Section 3 business concerns.

TXCDBG recommends that the Grant Recipient's attorney review the construction contract prior to the bid and certify that it meets all program, state, and federal requirements. This certification is included in the sample construction contract as **Appendix K**.

> If a construction contract includes both a TxCDBG project and a separate project (not included in the Performance Statement or claimed as match) to be paid by the Grant Recipient or another funding source, the construction contract should clearly indicate the work and the costs associated with each project.

STEP 2 Comply with Davis-Bacon Act requirements
The Grant Recipient must obtain prevailing wage rates for the local area as required by the Davis-Bacon and Related Acts and incorporate those wage rates into the construction procurement. See **Chapter 7: Davis-Bacon Labor Standards** for specific information on these requirements.

STEP 3 Advertise for Bids
The procedure for advertising for bids is as follows:

- Publish once a week for two consecutive weeks prior to bid opening;
- Ensure that the first publication date is at least fourteen days prior to the bid opening date;
- Ensure that the two published notices are at least 7 days apart;
- Describe work or item to be purchased or state where specifications can be obtained;
- Include time and place for receiving and opening bids (count 15 calendar days from the first advertisement date);
- Include name and position of local official or employee to whom bids are sent;
- Indicate whether bidder should use lump-sum or unit pricing;
- Indicate method of payment by Grant Recipient;
- Indicate type(s) of bond(s) required by the bidder;
- Indicate whether contract will be awarded within thirty or sixty days; and
- Identify TxCDBG contract number.

If an addendum to the bid package is necessary, it must be distributed to each potential bidder. The distribution of an addendum shall be verified either by statements of receipt or registered/certified mail receipts, which shall be included in the public works construction file. The addendum shall allow adequate time for consideration in bid preparation (usually at least one week), and if adequate time is not available, the bid opening date must be extended. This will require re-advertisement of the bid opening with the new date, time, and place.

TxCDBG recommends the Dodge Report, *Texas Contractor*, the Minority Business Development Center, and regional newspapers for advertising bids. See **Chapter 10: Civil Rights Requirements** for further information on Minority Business Centers.

STEP 4 Promote Participation of MBEs and Section 3 Business concerns.
The Grant Recipient should actively take steps to encourage proposals from small, minority, and female-owned businesses (MBEs), as well as Section 3 business concerns.

STEP 5 Hold the Bid Opening

- Note the date and time of receipt of each bid on the bid envelope, which must be kept with the original bid even following the bid opening;
- Open and read aloud each bid;
- Record the base bid, along with any alternates, on a bid spreadsheet;
- Announce the apparent low bidder and all bidders with complete packets.

The Grant Recipient or their designee (usually the engineer) should carefully review the bids submitted and the low bidder's statement of qualifications and references. Awarding the contract on the same date as the bid opening does not generally allow sufficient time to research and review the

- Notice of awarding agency requirements and regulations pertaining to reporting.
- Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- Awarding agency requirements and regulations pertaining to copyrights and rights in data.
- Access by the Grant Recipient, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
- Retention of all required records for three years after Grant Recipients make final payments and all other pending matters are closed.
- Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts and subcontracts of amounts in excess of $100,000).
- Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).
- Compliance with Section 3 policies and reporting requirements (Contracts and subcontracts of amounts in excess of $100,000).

Contracts less than $50,000:

- do **not** have to include administrative, contractual, or legal remedies for instances in which a contractor violates or breaches the contract terms; and
- will provide for such remedial actions as may be appropriate.

5.2.4 Bonding Information

A surety bond is a three-party instrument between a surety, the contractor and the project owner. The agreement binds the contractor to comply with the terms and conditions of a contract. If the contractor is unable to successfully perform the contract, the surety assumes the contractor's responsibilities and ensures that the project is completed. Bonds and other forms of surety must be made payable to the locality.

Bid Bond

A bid bond guarantees that the bidder, upon acceptance of the contract, will honor his bid as submitted and within the time specified. If a bidder does not honor his bid as submitted, the bid bond, which is retained by the Grant Recipient, is used to offset any additional cost from completing the construction with another contractor. A 5% bid bond is recommended for all TxCDBG contracts. A certified or cashier's check or U.S. Savings bond may be submitted in lieu of the bid bond.

Performance Bond

A performance bond guarantees that the contractor will perform the contract in accordance with its terms. A performance bond is required in the amounts below unless otherwise stated in the Invitation for Bids (IFB):

- For total awards of up to $100,000 - no bond is required.
- For total awards in excess of $100,000 – in the amount of the construction contract.

[Texas Government Code, Chapter 2253.021)]

When applicable, a separate performance bond must be provided for each construction contract awarded and must reference the contract number(s) for which the bond is provided. Any required performance bond(s) must be filed within 30 days from the date of the Notice of Award.

5.4 Recordkeeping Procedures

TxCDBG recommends that the Grant Recipient have a written set of procedures that detail how procurements will be made and by whom. This purchasing function should be assigned to one individual whose responsibility it will be to make all procurements and issue all contracts. The purchasing officer should also be responsible for ensuring that purchases are made in accordance with all local, state, and federal regulations and that proper documentation is maintained to support the purchase.

The Grant Recipient must maintain records that are detailed enough to show the history of each procurement. At a minimum, records must demonstrate how the Grant Recipient:

- Executed price sampling for small purchases, or established [published] RFP solicitation;
- Selected the method of procurement and the type of contract to be used;
- Determined the bids or proposals to accept and the ones to reject; and
- Computed the basis for the contract cost or price.

All contracts for $2,000 or more must be reported on the *Financial Interest Report* **(Form A503)**. If the contract price changes after the contract is reported, Form A503 does NOT need to be resubmitted.

The Grant Recipient must submit a *Financial Interest Report* **(Form A503)** for all businesses and other entities contracted to provide products or services in whole or in part for a TxCDBG project. This report:

- describes the work to be performed by the business or other entity;
- verifies that all required clearances have been completed prior to executing a contract with the business or other entity;
- discloses the financial interest of the business or other entity;
- provides Minority Business Enterprise information for the business owner (not required for Councils of Government and other non-business entities); and
- identifies Section 3 business concerns and anticipated Section 3 employment opportunities.

5.4.1 Professional Services

The Grant Recipient must establish and maintain separate files for records relating to the procurement of a management consultant, engineer or other professional service provider to detail the procurement process undertaken. The files for professional services procurement should contain the following information:

- A copy of the Request for Proposals (RFP);
- A copy of the RFP public notice and documentation relating to the distribution of the RFPs (minimum of five sent) –
  - Email – printout of the sent email with header visible;
  - Fax – confirmation page showing the fax was successfully sent;
  - Mail – return receipt for certified mail;
- A copy of the RFP cover letter sent to each interested party;
- A copy of each respondent's reply to the Grant Recipient's RFP;
- A copy of each respondent's rating worksheet (if applicable);
- A copy of the procurement summary sheet (if applicable);
- A copy of council/commissioner court action awarding the contract; and
- A copy of the executed professional services contract.

5.4.2 Construction and Material Purchases

The Grant Recipient must establish and maintain separate files for records relating to the procurement of a construction contractor or materials supplier to detail the procurement process undertaken. The files for construction and material purchases procurement should contain:

- Bid Document(s) with Labor Standards Provisions included
- Contract Document(s) with Labor Standards Provisions included

a) proportion of such fee or assessment that related to the capital costs of such public improvements that are financed from revenue sources other than such funds; or (b) for purposes of assessing any amount against properties owned and occupied by persons of moderate income, contractor certifies that it lacks sufficient funds under this contract to comply with the requirements of clause (a);
b) The persons to benefit from the activities described in Exhibit A, Performance Statement, of this contract are receiving service or a benefit from the use of the new or improved facilities and activities; and
c) Proper provision has been made for the payment of all unpaid costs and unsettled third-party claims and the State of Texas is under no obligation to make any further payment to the recipient under the contract agreement in excess of the amount identified in the Certificate of Expenditures table as "TxCDBG Reserved Funds".

Attachments
For each attachment, indicate whether the document is attached or not required.

- Publication, Final Public Hearing – the publication may be submitted electronically by scanning a copy of the notice and the publisher's affidavit, or by mailing the original tearsheet.
- Project Map – If the project includes construction activities, the Grant Recipient must attach a project map showing the project as actually built.
- Evidence of Benefit – If the project includes work on private property, including water and sewer service connections, the Grant Recipient must attach evidence that the households are in fact receiving a benefit:
  - List the name, address, number of beneficiaries, and income level of each household; and
  - Documentation that beneficiaries are receiving services for such projects, such as:
    - Copies of utility bills for all beneficiary households;
    - Printout of accounts from utility billing system;
    - Other reasonable documentation approved by TxCDBG.
- *Section 3 Annual Report* (**Form A1011**) – the annual report must include all employment, contracting, and training opportunities since the previous submittal.

12.2.2 Part II. Performance Report

Actual Accomplishments
This section of the PCR reports all work completed, organized by the activity. Engineering and administration activities are not reported. The work reported must correspond to the project described in the Performance Statement and be described in quantitative terms. (If the Performance Statement describes a project item without using quantities, report the item as lump sum with a quantity of one.)

If the current Performance Statement and actual accomplishments vary in quantities and/or number of beneficiaries served, please contact the Regional Coordinator for technical assistance. A contract modification or amendment is generally required when quantities vary by more than 15% and in other cases as appropriate. If the completed project is significantly different from the Performance Statement, the PCR will not be accepted until a contract amendment is requested and TxCDBG staff determines that the changes are acceptable. TXCDBG is not obligated to reimburse work that is not included in the contract.

The Grant Recipient must confirm that the work was performed in the location(s) described in the current Performance Statement. If work was performed in a different location, the Grant Recipient must resolve this issue with TxCDBG staff prior to submitting the PCR.

SECTION 3 ANNUAL REPORT

Grant Recipient Name *Contract Number* *Rpt Year*

A1011

Economic Opportunities for Low and Very Low-Income Persons

1. Grant Recipient: _____ 2. Contract Number: _____ 3. Report Year: _____

Contracts Executed During Reporting Year:

Report all contracts executed during the reporting year under this TxCDBG contract that are valued at or above $2,000.

Non-Construction Contracts:

Business Name	Contract Amount	Section 3 Business	Section 3 Amount
	$0.00	☐	$0.00
	$0.00		$0.00

Construction Contracts:

Prime (Name): _____ Construction Contract Amount: $0.00 Prime Contract Amount: $0.00 ☐ Prime is Section 3

Subcontractor	Contract Amount	Section 3 Business
	$0.00	☐

Prime (Name): _____ Construction Contract Amount: $0.00 Prime Contract Amount: $0.00 ☐ Prime is Section 3

Subcontractor	Contract Amount	Section 3 Business
	$0.00	☐

Part I: Employment and Training

Job Category	Number of New Hires	# of New Hires that are Sec 3 Residents	% of Sec 3	# of Sec 3 Trainees	Add A Row
	0	0	0%	0	Remove A Row
Totals:	0	0	0%	0	

Part II: Contracts Awarded During the Reporting Year

Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project / activity: $0.00

B. Total dollar amount of non-construction contracts awarded to Section 3 businesses: $0.00

C. Percentage of the total dollar amount that was awarded to Section 3 businesses: 0%

D. Total number of Section 3 businesses receiving contracts: 0

Construction Contracts:

A. Total dollar amount of all construction contracts awarded on the project / activity: $0.00

B. Total dollar amount of contracts awarded to Section 3 businesses: $0.00

C. Percentage of the total dollar amount that was awarded to Section 3 businesses: 0%

D. Total number of Section 3 businesses receiving contracts: 0

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and-very-low income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

SECTION 3 ANNUAL REPORT

Grant Recipient Name *Contract Number* *Rpt Year*

A1011

Economic Opportunities for Low and Very Low-Income Persons

- ☐ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, Contacts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.
- ☐ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.
- ☐ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.
- ☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.
- ☐ Other; describe:

SECTION 3 ANNUAL REPORT

A1011

Grant Recipient Name	*Contract Number*	*Rpt Year*
Pilot	710911	2010

Economic Opportunities for Low and Very Low-Income Persons

1. Grant Recipient: Pilot 2. Contract Number: 710911 3. Report Year: 2010

Contracts Executed During Reporting Year:

Report all contracts executed during the reporting year under this TxCDBG contract that are valued at or above $2,000.

Non-Construction Contracts:

Business Name	Contract Amount	Section 3 Business	Section 3 Amount
Grant Consultants of Texas	$15,000.00	☒	$15,000.00
	$15,000.00		$15,000.00

Construction Contracts:

Prime (Name): Adams Construction | Construction Contract Amount: $250,000.00 | Prime Contract Amount: $119,000.00 | ☒ Prime is Section 3

Subcontractor	Contract Amount	Section 3 Business
Cooper Concrete	$56,000.00	☐
Davis Utilities	$25,000.00	☒
Emerson Electric	$50,000.00	☒

Prime (Name): Bradley Contractors | Construction Contract Amount: $100,000.00 | Prime Contract Amount: $50,000.00 | ☒ Prime is Section 3

Subcontractor	Contract Amount	Section 3 Business
Fenway Services	$40,000.00	☐
Grand Construction	$10,000.00	☐

Part I: Employment and Training

Job Category	Number of New Hires	# of New Hires that are Sec 3 Residents	% of Sec 3	# of Sec 3 Trainees	Add A Row
Professional	1	1	100%	0	Remove A Row
Operatives (semi-skilled)	2	1	50%	0	Remove A Row
Laborers (unskilled)	3	1	33%	0	Remove A Row
Totals:	6	3	50%	0	

Part II: Contracts Awarded During the Reporting Year

Non-Construction Contracts:

A. Total dollar amount of all non-construction contracts awarded on the project / activity:	$15,000.00
B. Total dollar amount of non-construction contracts awarded to Section 3 businesses:	$15,000.00
C. Percentage of the total dollar amount that was awarded to Section 3 businesses:	100%
D. Total number of Section 3 businesses receiving contracts:	1

Construction Contracts:

A. Total dollar amount of all construction contracts awarded on the project / activity:	$350,000.00
B. Total dollar amount of contracts awarded to Section 3 businesses:	$244,000.00

SECTION 3 ANNUAL REPORT

A1011

Grant Recipient Name	*Contract Number*	*Rpt Year*
Pilot	710911	2010

Economic Opportunities for Low and Very Low-Income Persons

C. Percentage of the total dollar amount that was awarded to Section 3 businesses: 70%

D. Total number of Section 3 businesses receiving contracts: 4

Part III: Summary

Indicate the efforts made to direct the employment and other economic opportunities generated by HUD financial assistance for housing and community development programs, to the greatest extent feasible, toward low-and-very-low income persons, particularly those who are recipients of government assistance for housing. (Check all that apply.)

☒ Attempted to recruit low-income residents through: local advertising media, signs prominently displayed at the project site, Contacts with the community organizations and public or private agencies operating within the metropolitan area (or nonmetropolitan county) in which the Section 3 covered program or project is located, or similar methods.

☒ Participated in a HUD program or other program which promotes the training or employment of Section 3 residents.

☒ Participated in a HUD program or other program which promotes the award of contracts to business concerns which meet the definition of Section 3 business concerns.

☐ Coordinated with Youthbuild Programs administered in the metropolitan area in which the Section 3 covered project is located.

☐ Other; describe:

Prime Contractor

A1012

Grant Recipient Name *Contract Number* *Rpt Year*

Economic Opportunities for Low and Very Low-Income Persons

1. Grant Recipient: _____ 2. Contract Number: _____ 3. Report Year: _____

Contracts Executed During Reporting Year:

Report all contracts executed during the reporting year under this TxCDBG contract that are valued at or above $2,000.

Construction Contracts:

Prime (Name): _____ Construction Contract Amount: $0.00 Prime Contract Amount: $0.00 ☐ Prime is Section 3

Subcontractor	Contract Amount	Section 3 Business
	$0.00	☐

Part I: Employment and Training

Job Category	Number of New Hires	# of New Hires that are Sec 3 Residents	% of Sec 3	# of Sec 3 Trainees	Add A Row
	0	0	0%	0	Remove A Row
Totals:	0	0	0%	0	

Part II: Contracts Awarded During the Reporting Year

Construction Contracts:

A. Total dollar amount of all construction contracts awarded on the project / activity: $0.00

B. Total dollar amount of contracts awarded to Section 3 businesses: $0.00

C. Percentage of the total dollar amount that was awarded to Section 3 businesses: 0%

D. Total number of Section 3 businesses receiving contracts: 0

FINANCIAL INTEREST REPORT

Form A503

Grant Recipient Name: _____ Contract Number: _____

Reset Form

Contact Information

Name of Company	
Name of Owner	
Point of Contact	
Phone No.	Fax No.
Email	
Mailing Address	
Type of Procurement	
Trade	
Service Provided	

Clearances

Environmental Clearance Date (for activity)	
Excluded Party List System Clearance Date (Contractor Verification/Clearance)	
Contract Executed Date	

Financial Interest Disclosure Report

TxCDBG Funds	Other Funds	Total Dollars

☐ Prime Contractor ☐ Subcontractor

If a subcontrator, list Prime

☐ This contract will be funded through CDBG-R funding

Section 3 Report

☐ The company reported qualifies as a Section 3 Business Concern.

☐ The contract reported is for **$100,000** or more. (Company is subject to Section 3 reporting requirements if checked).

Minority Business Enterprise Report

☐ The company reported is a **business** with a contract for at least **$10,000.** (Report MBE info below if checked.)

Race of Owner	
Ethnicity of Owner	
Gender of Owner	

Describe the work to be completed:
(if more than one business will be procured for similar work, indicate the specific work included in this contract)

This form must be submitted to TxCDBG for all contracts of $2,000 or more within 30 days of executing the contract
This form is required as of June 30, 2010 - all previous versions no longer valid.

Texas Department of Rural Affairs
Texas Community Development Block Grant Program
PO Box 12877
Austin, TX 78711

POLICY ISSUANCE CDBG 10-02a

SUBJECT: SECTION 3 COMPLIANCE - addendum

Effective Date: August 15, 2011

ACTION: This Policy Issuance - addendum modifies Policy Issuance 10-02 to include appropriate additions to the monitoring checklist based on the policies included in that Policy Issuance. The following section is added to the checklist:

SECTION 3 POLICY REQUIREMENTS					
		Y	N	N/A	DOCUMENT SOURCE AND COMMENTS
1.	Did the Grant Recipient prepare and make available the written Section 3 Policy to the public?				
2.	Did the Grant Recipient implement the Section 3 Policy? (Specific tasks may vary according to the Policy)				
3.	Did the Grant Recipient include the Section 3 Policy in the sample construction bid packets to prospective bidders?				
4.	If the prime construction contract is > $100,000, did the Grant Recipient receive the *Section 3 Policy and Equal Opportunities Guidelines for Construction Contractors Form A1012* or a similar formatted form from the prime construction contractor?				

EFFECTIVE DATE:
TxCDBG Program Monitors will begin using the additional checklist items immediately.

Thank you for your efforts to ensure compliance with all federal, state and program requirements. If you have any questions or if we can provide any further assistance, please contact me or Community Development Manager Suzanne Barnard at 512-936-0247 or suzanne.barnard@tdra.state.tx.us.

Mark Wyatt

Mark Wyatt, Director
Texas Community Development Block Grant Program

AI-38699 **Urban County 15. C.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Ester Gonzalez-Garcia **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Urban County Program (UCP) is requesting Commissioner's Court consideration and approval to amend UCP's Section 3 Plan.
2. Consideration and approval to authorize the county Judge to sign any and all documents associated with Section 3 compliance requirements.

BACKGROUND

Hidalgo County Urban County Program (UCP) is requesting to amend its Section 3 Plan by incorporating changes to satisfy TxCDBG program fund requirements.

Attachments

Agenda back up

Form Review

Inbox	Reviewed By	Date
Budget & Management	Angela Garcia	05/10/2013 08:27 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Mary Flores Started On: 05/09/2013 01:08 PM

Final Approval Date: 05/24/2013

Rio Grande Valley Entitlement Communities

Section 3 Plan

Comprised of:

City of Brownsville
City of Edinburg
City of Harlingen
City of McAllen
City of Mission
City of Pharr
City of San Benito
Hidalgo County – Urban County Program

Approved by the County of Hidalgo Commissioner's Court on April 10, 2012

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RESOLUTION

A RESOLUTION TO ADOPT THE SECTION 3 PLAN
TO COMPLY WITH 24 CFR, PART 135 OF THE
UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT SECTION 3

WHEREAS, the United States Congress passed Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) (Section 3) to further the goal of ensuring that federal funds benefit the residents of projects funded wholly or in part by those funds; and

WHEREAS, Part 135 establishes employment and contracting opportunities for Section 3 Businesses and Section 3 Residents along with procedures for reporting on economic opportunities; and

WHEREAS, the requirements of Section 3 apply to recipients of HUD funding in excess of $200,000.00 and to individual contracts of $100,000.00 for housing rehabilitation, housing construction, and public improvements; and

WHEREAS, the Rio Grande Valley Entitlement Communities, comprised of the Cities of Brownsville, Edinburg, Harlingen, McAllen, Mission, Pharr and San Benito, have formed a cooperative relationship to address programmatic requirements related to HUD-formula programs; and

WHEREAS, the RGVECs have created a Section 3 Plan to comply with 24 CFR Part 135 as prescribed in the Act.

NOW, THEREFORE, BE IT RESOLVED THAT the _____ authorizes the adoption and implementation the Section 3 Plan to ensure compliance with Federal Law.

In Witness Whereof, we have hereunto set our hands this the 27th of March, 2012.

_____
COUNTY JUDGE/MAYOR

ATTEST:

_____
COUNTY CLERK/CITY SECRETARY

Executive Summary

The composition of this document is intended to satisfy the Section 3 requirement of the U.S. Department of Housing and Urban Development enactment of the Housing and Urban Development Act of 1968.

Each applicant, recipient, contractor, and subcontractor preparing to undertake work pursuant to a Section 3 covered contract shall develop and implement an affirmative action plan, which shall:

a) Set forth the approximate number and dollar value of all contracts proposed to be awarded to all businesses within each category (type or profession) over the duration of the Section 3 covered project including goals of awarding to Section 3 business concerns:
   1. A minimum goal of at least ten percent (10%) of the total dollar amount of all Section 3 covered contracts for building trades work arising in connection with housing rehabilitation, housing construction and other public construction, and;
   2. A minimum of three percent (3%) of the total dollar amount of all other Section 3 covered contracts (professional services, engineering, architectural, legal services, accounting, marketing, etc) for (24 CFR 135.30)

b) Analyze the information set forth regarding the availability of eligible business concerns within the project area and set forth a goal and estimated dollar amount of contracts to be awarded to the eligible businesses over the duration of the Section 3 covered project which may exceed the minimum goals set out in (a) above.

c) Outline the anticipated program(s) to be used to achieve the goals for each business. This program should include but not be limited to the following actions:

   1. Insertion in the bid documents, if any, of the affirmative action plan of the applicant, recipient, contractor, or subcontractor bidding the contract; and

   2. Identification within the bid documents, if any, of the applicable Section 3 project area; and

   3. Ensuring that the appropriate business concerns are notified of pending contractual opportunities either personally or through locally utilized media

d) Identify hiring preferences for Section 3 residents which will result in a minimum of 30% of new hires being Section 3 residents or provide continued employment for existing Section 3 employees.

General Policy Statement

The Rio Grande Valley Entitlement Communities have developed this Section 3 Plan and Policies in compliance with Title 24 CFR Part 135 – Economic Opportunities for Low- and Very Low-Income Persons. Such plan is intended to ensure that employment and other economic opportunities generated by qualifying HUD financial assistance shall, to the greatest extent feasible, benefit persons and business identified in the regulation. This document is applicable to contractors, subcontractors, vendors, and suppliers when threshold amounts meet or exceed $100,000 expended for (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards), (2) housing construction, (3) other public construction.

Additional provisions have been made for contracts that do not meet the above threshold, but are for building trades work arising in connection with a Section 3 covered contract and for non-construction contracts associated with Section 3 covered activities as detailed in Section III.

The policy shall result in a reasonable level of success in the recruitment, employment, and utilization of eligible persons and business on contracts partially or wholly funding with the United States Department of Housing and Urban Development (HUD) monies.

Section 3 Purpose

Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701 u) requires the RGVECs to ensure, to the greatest extent feasible, that employment and other economic and business opportunities generated by the HUD financial assistance are directed to public housing residents and other low-income persons, particularly recipients of government housing assistance and business concerns that provide economic opportunities to low- and very-low income persons.

Section 3 Contracting Policy and Procedures

It is the policy of the RGVECs to require its contractors to provide equal employment opportunity to all employees and applicants for employment without regard to race, color, religion, sex, national origin, handicap, familial status, sexual orientation or gender identity. Further, it is the policy of the RGVECs to create employment and business opportunities for residents in projects that occur in their respective communities and for other qualified low- and very low-income persons residing in low-moderate income areas.

The RGVECs will incorporate Section 3 language in all applicable procurement documents generated in conjunction with the use of HUD funding. Goal requirements are set forth in 24 CFR Part 135 for awarding contracts to Section 3 Business Concerns and are delineated in Section III. Section 3 Business, Employment Training and Contracting Goals.

All contractors/businesses seeking Section 3 preference must, before submitting bids/proposals to the RGVECs, complete certifications, as appropriate, as acknowledgement of the Section 3 contracting and employment provisions required by this section.

The Section 3 Coordinator shall examine and consider a contractor's or vendor's potential for success by providing employment and business opportunities to low-moderate income residents prior to acting on any proposed award.

To the greatest extent feasible, information will be made available to persons with Limited-English Proficiency (LEP) in compliance with E.O. 13166.

Section 3 Plan

The RGVECs have developed this Section 3 Plan to create consistency in applying the provisions of 24 CFR Part 135 objectives, and to guide the action steps that will be implemented to ensure compliance with the requirements of Section 3. The Plan covers HUD-funded programs including but not limited to CDBG, HOME, ESG, HPRP, housing construction, housing rehabilitation, and public improvements construction projects.

Major components of the Plan include Section 3 Coordinator's Responsibilities, Section 3 Training, Employment and Contracting Opportunity Goals, Section 3 Business Qualifications, Section 3 Resident Initiatives, Plan Implementation, Procurement, Compliance/Monitoring and Reporting.

Additionally, the RGVEC'S will participate in the Regional Section 3 Advisory Committee (SAC), established by the Lower Rio Grande Valley Development Council (LRGVDC), by providing completed Section 3 reports on the on-going projects and attending scheduled meetings as necessary.

I. Section 3 Coordinator Responsibilities

A. Identification of Resources

The RGVECs will identify an employee who will assume the Section 3 responsibilities, herein called "Section 3 Coordinator". In particular, said employee will identify programs, projects and activities which may trigger Section 3 compliance. It is expected that the Section 3 Coordinator will prioritize programs, projects and activities based on anticipated procurement dates.

B. Outreach for Section 3 Businesses

Section 3 Coordinator will be responsible for soliciting qualified known Section 3 business concerns and creating an electronically available list of such businesses and their trades/profession as well as assisting such Section 3 Businesses in obtaining contracts or subcontracts. Actions to solicit qualified Section 3 Business Concerns will include, at a minimum, the following:

- Advertisement of contracting opportunities via newspaper, mailings, posting notices that provide general information about the work to be contracted and where to obtain additional information.
- Distributing notices of upcoming projects to local Public Housing Agencies, Texas WorkForce Commission, contractor associations, community organizations, Small Business Administration (SBA), Minority and Women's Business Enterprise M/WBE association, and Community Development Corporations.
- Conduct annual workshop on contracting procedures to include bonding, insurance, and other pertinent requirements, in a timely manner in an effort to allow Section 3 business concerns the opportunity to take advantage of any upcoming contracting opportunities.
- Provide Technical Assistance directly or through contracted organizations to help Section 3 businesses meet bonding and insurance requirements and become certified as Section 3 businesses. Additionally, this assistance will focus on helping existing *Section* 3 eligible contractors to identify and utilize other Section 3 businesses, subcontractors, and suppliers.

Comment [C1]: Tammy: I am not certain this is part of Section 3 although it is going to be a challenge.

C. Outreach for Section 3 Individuals

The Section 3 Coordinator through Partnership with the Lower Rio Grande Valley Development Council (LRGVDC), shall provide ongoing outreach, identification and certification to the Section 3 eligible community about the Section 3 program and its ongoing employment opportunities and the training available to qualify for such opportunities. The coordinated effort includes the following:

- To help Section 3 eligible residents learn about Section 3 employment opportunities, register as Section 3 workers;
-
- To coordinate with contactors to hire trained workers;
-
- To recommend program adjustments to achieve Section 3 employment goals;

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Outreach will conducted, depending on funding availability to encourage individuals to register for employment opportunities to meet the needs of the contractor and achieve the Section 3 employment goals. Such activities may include, but are not limited to:

- Actively market the Section 3 Program to likely Section 3 eligible residents, potential contractors, and the general public using all appropriate means including, but not limited to advertisement if contracting and employment opportunities via newspaper, mailings, and posting notices that provide general information about the availability of work and where to obtain additional information;

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- Extended outreach to Public Housing Agencies, Texas Workforce Boards, community organizations, Small Business Administration, and Community Development Corporations;

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- Distributing targeted flyers and outreach in neighborhoods of Section 3 eligible activities.

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D. Orientation/Education

Through partnership with LRGVDC, the Section 3 Coordinators will, at minimum, host/co-host an annual workshop for potential Section 3 business concerns. The workshop agenda shall include (1) applicability, (2) listing of potential projects, (3) training and employment goals, (4) general contractor requirements, (5) review, execution and submittal of certification forms, (6) procurement information/solicitation of subcontractors, (7) review of on-going compliance issues/reporting and (8) consequences of non-compliance, (9) provide staff support to Regional Section 3 Advisory Committee and (10) coordinate regional efforts within the Rio Grande Valley Entitlement Communitites.

Deleted: <#>The Section 3 Coordinator will provide information to residents on employment opportunities. ¶
Outreach will be conducted as necessary to meet the needs of the contractors and achieve the Section 3 employment goals. Such activities may include, but are not limited to:¶
<#>Request contractor distribute fliers and/or notices within the neighborhood of the Section 3 covered project.¶
<#>Maintaining a website with information about the process for obtaining employment as a Section 3 qualified worker.¶
<#>Conducting Section 3 presentations by participating in local community forums, job fairs and other networking opportunities. ¶

Section 3 Coordinator will assist contractors in meeting their Section 3 obligations by connecting them with Section 3 eligible individuals through the Texas Workforce Commission as outlined in Section IV, below.

E. Compliance

The Section 3 Coordinator will be responsible for assuring the Section 3 Contract Clause is noted in contracts for Section 3 covered activities between the unit of local government and first tier contractors.

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The Section 3 Coordinator will inform general contractors of the language necessary for them to include in their agreements with subcontractors for Section 3 covered projects. The Section 3 Clause is attached as Exhibit E or may be obtained at 24 CFR Part 135.38.

The Section 3 Coordinator must annually update Section 3 compliance documents with HUD Section 8 income limits.

The Section 3 Coordinator must provide current postings and information to be posted on the RGVEC's respective web sites.

The Section 3 Coordinator will be the public point of contract for information regarding Section 3 compliance, reporting, business certification process and all other related matters.

Further, the Section 3 Coordinator is responsible for obtaining information necessary to remit Section 3 annual reports and remit said reports as required by HUD. Currently, the report is submitted electronically and is due no later than with the Consolidated Annual Performance and Evaluation Report (CAPER).

F. Section 3 Reporting

1. Annual Reporting

RGVECs will report to HUD annual accomplishments regarding employment and other economic opportunities provided to low and very low income person under Section 3. Form HUD-60002 is currently being utilized for reporting accomplishments. This form may be changed and updated from time to time as required by HUD and 24 CFR 135.

2. Contractor Reporting

Contractors are required to submit to RGVEC a Monthly Compliance Form, Monthly Employee Utilization Report, and an Employee Data and Certification form for all new hires.

Contractors are required to submit a Monthly Employee Utilization Report, and an Employee Data and Certification form for all new hires for each of their subcontractors.

Contractor payment requests will not be processed until all reporting requirements have been met.

G. Procurement

Section 3 Coordinator will, when feasible, attend scheduled pre-bid, pre-construction, bid opening and construction meetings or will be available should additional information be requested. Section 3 Coordinator will also provide guidance on procurement preference provisions as outlined in Part 135.36 of the Section 3 Regulation.

II. Applicability and Procurement

A. Bidding and Negotiation Requirements

Section 3 requirements are triggered when an anticipated contract award meets or exceeds $100,000 for (1) housing rehabilitation (including reduction and abatement of lead-based paint hazards), (2) housing construction, (3) other public construction.

Numerical goals are set forth in Section III regarding non-construction contracts associated with housing rehabilitation, housing construction, or public facilities (architectural, engineering, etc).

When recipient solicits proposals on a Section 3 covered activity, local procurement standards will apply. However, in compliance with the Section 3 Plan for the RGVECs, non-Section 3 Business will be utilized in a strictly competitive manner during the procurement process. When a Section 3 covered contract is to be awarded based upon the price, the Section 3 business concern with the lowest responsive bid shall be given the opportunity to match the lowest responsive bid from any qualified source. If said Section 3 business concern cannot match the lowest responsive bid, then the award shall be made to the lowest bidder. Should more than one Section 3 Business be able to match the non-Section 3 business proposal, the order of priority has been established in the section entitled "Preference for Contracting with Section 3 Business Concerns".

RVEC's will require the contractor/subcontractor to prepare and submit a Contractors Section 3 Plan (Exhibit A) with their contract documents prior to the commencement of any work under the contract. This plan must be approved in writing by the RGVEC prior to the commencement of any work under the contract. The contractor/subcontractor will also submit Exhibit G to provide the current work force of the contractor along with workforce projections identifying projected number of new hires by job category.

Notwithstanding Section 3 noted preferences, Section 3 businesses must have the capacity to perform successfully under the terms and conditions of the proposed project contract. Under 24 CFR 85.36(b)(8), consideration, among other factors, is the potential contractor's record of complying with public policy, including Section 3 requirements.

The RGVECs shall require prospective contractors for work in connection with Section 3 covered projects to provide, prior to the signing of the contract, a preliminary statement of work force needs (skilled, semi-skilled, unskilled labor and trainees by category). Such information shall be supplied prior to any signing of any contract between contractors and their subcontractors. Consideration should be given to those contractors who will have training and employment opportunities for project area residents.

Applicants, recipients and contractors will ensure that the attached Section 3 Clause (Exhibit E) and Assurance of Compliance (Exhibit B) are made a part of all contracts.

Because goals for contracting opportunities apply to any applicant, when said applicants other than the recipient are soliciting contracts or subcontracts in conjunction with a Section 3 covered activity, they must, to the greatest extent possible, make every effort to publicize and maximize contracting opportunities in order to ensure participation by Section 3 businesses.

In implementing its affirmative action plan, each applicant, recipient, contractor, or subcontractor shall make a good faith effort to achieve its goal or target number and estimated dollar amount of contracts to be awarded to the eligible businesses and entrepreneurs within each category over the duration of the Section 3 covered project.

B. Preference for Contracting with Section 3 Business Concerns

The RGVECs, in compliance with Section 3 regulations, will require contractors and subcontractors to direct their efforts towards contracts to Section 3 business concerns in the following order of priority (24 CFR 135.36):

- Category 1: Certified Section 3 business providing economic opportunities for Section 3 residents. Preferences are listed in order of priority:
    - Project area or neighborhood
    - Public Housing Residents
    - Limits of unit of local government
    - Metropolitan Statistical Area
    - County in which recipient is located
    - Rio Grande Valley

- Category 2: HUD Youthbuild programs being carried out in the RGVECs in which Section 3 covered assistance is expended.

Contractor and subcontractors that can clearly demonstrate how they will meet the requirements in this section will be given a contracting preference.

III. Section 3 Business, Employment Training and Contracting Goals

A. Employment Goals; Compliance Review

It is the policy of the RGVECs to utilize Section 3 residents and other eligible persons and businesses in contracts partially or wholly funded with monies from the U.S. Department of Housing and Urban Development (HUD). The RGVEC's have established minimum employment and training goals that contractors and subcontractors, including those providing low to moderate income employment opportunities through economic development activities, should meet in order to comply with Section 3 requirements.

The numerical goals established in this section represent minimum numerical targets (reference 24 CFR 135.30 – Numerical goal for meeting the greatest extent feasible requirement).

- 30 percent of the aggregate number of new hires/training opportunities annually; and
- 10 percent of the total dollar amount of all Section 3 covered construction contracts annually
    - Building trades work arising in connection with housing rehabilitation, housing construction and other public construction (ex. demolition) ; and
- 3 percent of the total dollar amount of covered non-construction (ex. professional services) contracts annually
    - Section 3 covered non-construction projects include professional service contracts associated with construction (ex.: architectural, engineering, legal services, accounting, marketing, etc)

It is the responsibility of contractors to implement efforts to attain Section 3 compliance. Any contractor that does not meet the Section 3 numerical goals must demonstrate why meeting such goals was not feasible.

Should the contractor fail to meet the Section 3 reporting requirements the following actions may be taken:

- Written warning notice of non compliance and remedial actions needed;
- Failure to meet the reporting requirements may result in termination of the contract for default, suspension and jeopardize future HUD funded projects.

B. Section 3 Businesses

A Section 3 Business Concern is defined as a business concern (1) that is 51 percent or more owned by Section 3 resident: or (2) whose permanent full-time employees include persons at least 30 percent of whom are currently Section 3 residents or within three years of the date of first employment with the business concern were Section 3 residents; or (3) that provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications. Designations will be made by the Section 3 Coordinator for the RGVECs.

The RGVECs have opted to accept any other RGVEC certification of Section 3 Business compliance. Such certification must be obtained from the Department that oversees the Community Development Block Grant funds. Further, certification will be valid for three years from the date of execution.

C. Evidence of Section 3 Certification

Any business seeking Section 3 preference in the awarding of contracts or purchase agreements with the County must be able to provide a copy of the Section 3 certification form received and acknowledged by any of the RGVECs as evidence of eligibility for preference under the Section 3 Program. The certification shall be submitted along with bid packages and must be received prior to bid opening.

Each applicant, recipient, contractor, and subcontractor on a Section 3 covered project shall sign the attached Section 3 Assurance of Compliance (Exhibit B).

IV. Section 3 Residents/Individuals

Persons seeking work on projects funded in part or in whole with U.S. Department of Housing and Urban Development grants must provide their names, contact information, job skills and certifications (if any) to the Texas Workforce Commission.

A. Resident Hiring Requirements

The RGVECs have adopted a 30% goal for resident hiring that is to be used on construction contracts (24 CFR 135.30). A prime contractor may satisfy resident hiring requirements through its subcontractors. A Section 3 Employee Data and Certification form shall be utilized in documenting eligibility for participation in the program (Exhibit J or K).

It is not intended for contractors and subcontractors to terminate existing employees, but to make every effort feasible to employ Section 3 program participants before any other person, when hiring additional employees needed to complete proposed work on Section 3 covered activities.

B. Assisting Contractors to Achieve Section 3 Goal Hiring and Contracting Goals

RGVECs will assist contractors, through the Section 3 Coordinator, in achieving Section 3 hiring and contracting goals by:

- Requiring the contractor to present a list to the Section 3 Coordinator of the number of subcontracting and/or employment opportunities expected to be generated from the initial contract.
- Referring the contractor to the Texas Workforce Commission for a listing of Section 3 residents for construction projects.
- Providing contractor with a list of Section 3 business concerns interested and qualified for construction projects.
- Informing prime contractors and subcontractors of the Section 3 Clause requirement and, when requested, will serve to clarify the intent.
- Giving notice of specific openings to all parties listed in Section I.

C. Contractor's Requirements in Employing Section 3 Residents

Under the RGVECs Section 3 Program, contractors and subcontractors are required to:

- Provide employment opportunities to Section 3 residents/participants in the priority order listed below in accordance with 24 CFR 135.34(a)(2):
    - Category 1 Residents - Section 3 residents residing in the service area or neighborhood in which the Section 3 covered project is located
    - Category 2 Residents – Participants in HUD Youthbuild program
    - Where the Section 3 project is assisted under the Steward B. McKinney Homeless Act (ESGP, SHDP, etc. as per 42 U.S.C. 11301 et seq.), homeless persons residing in the service area or neighborhood in which the Section 3 project is located shall be given the highest priority
    - Other Section 3 Residents
        - Recipients of housing assistance programs administered by the Assistant Secretary for Housing herein provide a preference to residents of the housing development receiving the Section 3 covered assistance within the service area or neighborhood where the Section 3 covered project is located
        - Recipients of community development programs herein provide priority to recipients of government assistance for housing including recipients of certificates or vouchers under the Section 8 housing assistance program within the service area or neighborhood where the Section 3 covered project is located

- After the award of contract but prior to beginning work, the contractor must, in a visible location within the project, complete and post Exhibit F which will provide the following information:
    - RGVEC Section 3 Plan and preferences
    - Set forth number of jobs and titles for hire
    - Availability of apprenticeships and training positions, if any
    - Contact information for person(s) taking applications or providing information on qualifications for new hires apprenticeships and training positions
    - Anticipated date the work shall begin

V. Section 3 Procedure for Reporting Non-Compliance

In an effort to resolve Section 3 concerns due to non-compliance, RGVEC encourages written submittal to its Section 3 Coordinator. Concerns should contain the name of the complainant and brief description of the alleged violation. An investigation will be conducted which may include testimony and/or evidence pertinent to the complaint.

In the event the Section 3 resident or Section 3 business does not feel the RGVECs satisfactorily resolved the concern, complainants should file the concern using form HUD 958 and submit to:

FORT WORTH REGIONAL OFFICE
U.S. Department of Housing and Urban Development

Southwest Office
801 Cherry St., Unit 45, Suite 2500
Fort Worth, TX 76102

A complete complaint must be received no later than 180 days from the date of the action or omission upon which the complaint is based, unless the time for the filing is extended by the Assistant Secretary for good cause shown. Submission must include name and address of complainant, name and address of party against whom the complaint is remitted (Respondent), description of acts or omissions by Respondent.

Definitions

Applicant- Any entity which makes an application for Section 3 covered assistance, and includes, but is not limited to, any State, unit of local government, public housing agency or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited divided sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association

Business Concern- a business entity formed in accordance with State law, and which is licensed under State, county or municipal law to engage in the type of business activity for which it was formed

Contractor- any entity which contracts to perform work generated the expenditure of Section 3 covered assistance, or for work in connection with a Section 3 covered project

Employment Opportunities Generated by Section 3 Covered Assistance- all employment opportunities generated by the expenditure of Section 3 covered public assistance (i.e., operating assistance, development assistance and modernization assistance, (as described in Section 135.3 (a) (1)). With respect to Section 3 covered housing and community development assistance, this term means all employment opportunities arising in connection with Section 3 covered projects (as described in Section 135.3 (a) (2)), including management and administrative support of these activities, e.g., construction manager, relocation specialist, payroll clerk, etc.

Housing Authority (HA) - Public Housing Agency

Housing Development- low-income housing owned, developed, or operated by public housing agencies in accordance with HUD's public housing program regulations codified in 24 CFR Chapter IX

HUD Youthbuild Programs- programs that receive assistance under subtitle D of Title IV of the National Affordable Housing Act, as amended by the Housing and Community Development Act of 1992 (42 U.S.C. 12899), and provide disadvantaged youth with opportunities for employment, education, leadership development, and training in the construction or rehabilitation of housing for homeless individuals and members for low- and very low-income families

Low-income person- families (including single persons) whose incomes do not exceed 80 per centum of the centum of the median income for the area, as determined by the Secretary, with adjustments for smaller and larger families, except that the Secretary may establish income ceilings higher or lower than 80 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of prevailing levels of construction costs or unusually high or low-income families

Metropolitan Area- a metropolitan statistical area (MSA), as establish by the Office of Management and Budget

New Hires- full-time employees for permanent, temporary or seasonal employment opportunities

Recipient- any entity which receives Section 3 covered assistance, directly from HUD or from another recipient and includes, but not limited to, any State unit of local government, PHA, or other public body, public or private nonprofit organization, private agency or institution, mortgagor, developer, limited dividend sponsor, builder, property manager, community housing development organization, resident management corporation, resident council, or cooperative association. Recipient also includes any successor, assignee or transferee of any such entity, but does not include any ultimate beneficiary under HUD program to which Section 3 applies and does not include contractors

Section 3- Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u)

Section 3 Business Concern- a business concern,

1. That is 51 percent or more owned by Section 3 resident: or
2. Whose permanent, full-time employees include persons, at least 30 percent of whom are currently Section 3 residents, or within three years of the date of first employment with the business concern were Section 3 residents; or
3. That provides evidence of a commitment to subcontract in excess of 25 percent of the dollar award of all subcontractors to be awarded to business concerns that meet the qualifications set forth in paragraphs 1 or 2 above

Section 3 Covered Assistance-

1. public housing development assistance provided pursuant to Section 5 of the 1937 Act;
2. public housing operating assistance provided pursuant to Section 9 of the 1937 Act;
3. public housing modernization assistance provided pursuant to Section 14 of the 1937 Act;
4. assistance provided under any HUD housing or community development program that is expended for work arising in connection with housing rehabilitation, construction, or other public construction project (which includes other buildings or improvements, regardless of ownership)

Section 3 Clause- the contract provisions set forth in Section 135.38

Section 3 Covered Contracts- a contract or subcontract (including a professional service contract) awarded by a recipient or contractor for work generated by the expenditure of Section 3 covered assistance, or for work arising in connection with a Section 3 covered project

Section 3 covered contracts do not include contracts awarded under HUD's procurement program, which are governed by the Federal Acquisition Regulation (FAR). Section 3 covered contracts also do not include contracts for the purchase of supplies and materials. However, whenever a contract includes the installation of materials, the contract constitutes a Section 3 covered contract

Section 3 Covered Project- the construction, reconstruction, conversion or rehabilitation of housing (including reduction and abatement of lead-based paint hazards), other public construction which includes buildings or improvements (regardless of ownership) assisted with housing or community development assistance

Section 3 Covered non-construction project- is a project associated with the Section 3 Covered Project such as maintenance contracts, re-painting, routine maintenance, HVAC servicing, and professional services (architectural, engineering, legal services, accounting, marketing, etc.)

Section 3 Resident- a public housing resident or an individual who resides in the metropolitan area or nonmetropolitan county in which the Section 3 covered assistance is expended and who is considered to be a low-to very low-income person

Subcontractor- any entity (other than a person who is an employee of the contractor) which has a contract with a contractor to undertake a portion of the contractor's obligation for the performance of work generated by the expenditure of Section 3 covered assistance, or arising in connection with a Section 3 covered project

Very low-income person- families (including single persons) whose income do not exceed 50 per centum of the median family income for the area, as determined by the Secretary with adjustments for smaller larger families, except that the Secretary may establish income ceilings higher or lower than 50 per centum of the median for the area on the basis of the Secretary's findings that such variations are necessary because of unusually because of unusually high or low family incomes

EXHIBIT A

CERTIFICATION FOR BUSINESS CONCERNS SEEKING SECTION 3 PREFERENCE IN CONTRACTING AND DEMONSTRATION OF CAPABILITY

Name of Business _____

Address of Business_____

Type of Business/Trade/Profession _____

Type of Business: ☐ Corporation ☐ Partnership
☐ Sole Proprietorship ☐ Joint Venture

Attached is the following documentation as evidence of status:

For Business claiming status as a Section 3 resident-owned business concern (51% of business owner(s)) are Section 3 Residents:
☐ Self Certification ☐ Other

For Business entity as applicable:
☐ Copy of Articles of Incorporation
☐ Assumed Business Name Certificate
☐ List of Business Name Certificate
% ownership of each
☐ Organization chart with names and titles and brief function statement
☐ Certificate of Good Standing
☐ Partnership Agreement
☐ Corporation Annual Report
☐ Latest Board minutes appointing officers
☐ Additional documentation

For Business claiming Section 3, claiming at least 30 percent of their workforce are currently Section 3 residents or were Section 3 eligible residents within 3 years of date of first employment with the business:
☐ List of all current full-time employees
☐ PHA/IHA Residential lease less than 3 years from day of employment
☐ List of employees claiming Section 3 status
☐ Other evidence of Section 3 status less than 3 years from date of employment

For Business claiming Section 3 status by subcontracting 25 percent of dollar awarded to qualified Section 3 business:
☐ List of subcontracted Section 3 business(es) and subcontract amount

Evidence of ability to perform successfully under the terms and conditions of the proposed contract:
- ☐ Current financial statement
- ☐ Statement of ability to comply with public policy
- ☐ List of owned equipment
- ☐ List of all contracts for the past two years

_____ Date:_____
Authorizing Name and Signature

Attested by:_____

Received by :_____ Date:_____

EXHIBIT B

ASSURANCE OF COMPLIANCE (Section 3, HUD ACT of 1968)

TRAINING, EMPLOYMENT, AND CONTRACTING OPPORTUNITIES FOR BUSINESS AND LOWER INCOME PERSONS

A. The project assisted under this (contract) (agreement) is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u. Section 3 requires that to the greatest extent feasible opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in or owned in substantial part by persons residing in the area of the project.

B. Notwithstanding any other provision of this (contract) (agreement), the (applicant) (recipient) shall carry out the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary set forth in 24 CFR Part 135 (published in 38 Federal Register 29220, October 23, 1973), and all applicable rules and orders of the Secretary issued thereunder prior to the execution of this (contract) (agreement). The requirements of said regulations include but are not limited to development and implementation of an affirmative action plan for utilizing Section 3 business concerns located within or owned in substantial part by persons residing in the area of the project; the making of a good faith effort, as defined by the regulation, to provide training, employment and business opportunities required by Section 3; and incorporation of the "Section 3 Clause" specified by Section 135.38 of the regulation in all contracts for work in connection with the project. The (applicant) (recipient) certifies and agrees that it is under no contractual or other disability which would prevent it from complying with these requirements.

C. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Secretary issued thereunder prior to approval by the Government of the application for this (contract) (agreement), shall be a condition of the Federal financial assistance provided to the project, binding upon the (applicant) (recipient), its successors and assigns. Failure to fulfill these requirements shall subject the (applicant) (recipient), its contractors and subcontractors, its successors, and assigns to the sanctions specified by the (contract) (agreement), and to such sanctions as are specified by 24 CFR 135.38 (f).

APPLICANT: _____

SIGNATURE: _____

ADDRESS: _____

DATE: _____

EXHIBIT C

CONTRACTOR/SUBCONTRACTOR CERTIFICATION REGARDING SECTION 3 AND SEGREGATED FACILITIES

_____ _____

COMPANY'S NAME **PROJECT NAME**

The undersigned hereby certifies that:

(a) Section 3 provisions are included in the Contract.
(b) The above stated company is a signatory to the developer's Section 3 Plan.
(c) No segregated facilities will be maintained as required by Title VI of the Civil Rights Act of 1964.

_____

NAME AND TITLE OF SIGNER (PRINT OR TYPE)

_____ _____

SIGNATURE **DATE**

EXHIBIT D

CONTRACTOR'S SECTION 3 PLAN

_____ agrees to implement the specific following affirmative action steps directed at increasing the utilization of lower income residents and businesses within the City/County of _____.

A. To ascertain from the locality's CDBG program official the exact boundaries of the Section 3 covered project area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.

B. To attempt to recruit from within the city/county/MSA, the necessary number of lower income residents through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within and servicing the project area.

C. To maintain a list of all lower income residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and if a vacancy exists.

D. To insert this Section 3 plan in all bid documents and to require all bidders on subcontracts to submit a Section 3 affirmative action plan including utilization goals and the specific steps planned to accomplish these goals.

E. To insure that subcontractors adhere to the Section 3 provisions that are applicable to the Contractor.

F. To insure that all appropriate project area business concerns are notified of pending subcontractual opportunities.

G. To maintain records, including copies of correspondence, memoranda, etc., which document that all of the above affirmative action steps have been taken.

H. To appoint or recruit an executive official of the company or agency as Equal Opportunity Officer to coordinate the implementation of this Section 3 plan.

I. To maintain records concerning the amount and number of contracts, subcontracts, and purchases which contribute to Section 3 objectives.

J. To maintain records of all projected workforce needs for all phases of the project by occupation, trade, skill level, and number of positions and to update these projections based on the extent to which hiring meets Section 3 objectives.

As officers and representatives of _____(Company),

We the undersigned have read and fully agree to the Section 3 Affirmative Action Plan, and become a party to the full implementation of the program and its provisions.

_____	_____
Signature	Signature
_____	_____
Title Date	Title Date

EXHIBIT E

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the Section 3 Clause):

A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low-and very low-income persons, particularly person who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement Section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative or workers with which the contractor has a collective bargaining agreement or other understanding, if any a notice advising the labor organization or workers' representative of the contractor's commitments under the Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act. (25 U.S.C 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be give to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

EXHIBIT F
POSTED NOTICE TO PROJECT RESIDENTS

The project _____
is being funded by the U.S. Department of Housing and Urban Development under the _____ - Community Development Block Grant Program. This notice complies with the RGVECs _____ Section 3 Plan and is intended to inform the public, in particular project residents, of the economic opportunities (jobs) created through the use of the federal award.

Contractor/subcontractor intends to hire for the following positions:

Number of Jobs	Title	Description of Qualifications/Licensure /Certification

Section 3 preferences:
1. Persons residing in the project area and who are of low- to very-low- income
2. Participants in HUD Youthbuild
3. Homeless Persons
4. Residents of the local Public Housing Authority
5. Residents of the local Section 8 Housing Assistance Program units

For more information including job applications, apprenticeships, training positions, and qualifications, contact:

Name of Contractor _____
Contact Person _____
Address _____
City, State, Zip _____
Phone _____

Estimated construction start date is _____

EXHIBIT G
ESTIMATED WORKFORCE BREAKDOWN

NAME OF BUSINESS/CONTRACTOR/SUBCONTRACTOR _____

COLUMN 1	COLUMN 2	COLUMN 3	COLUMN 4	COLUMN 5
JOB CATEGORY	TOTAL ESTIMATE POSITIONS	NO. POSITIONS CURRENTLY OCCUPIED BY PERMANENT EMPLOYEES	NO. POSITIONS NOT CURRENTLY OCCUPIED	NO. POSITIONS TO BE FILLED WITH SECTION 3 RESIDENTS/LOW INCOME PERSONS *
OFFICERS SUPERVISORS				
PROFESSIONALS				
TECHNICIANS				
HOUSING SALES/RENTAL MANAGEMENT				
OFFICE CLERICAL				
SERVICE WORKERS				
OTHERS				
TRADE: Plumbing/Electrical/HVAC/Construction/Other:				
JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				
TRADE: Plumbing/Electrical/HVAC/Construction/Other:				
JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				
TRADE: Plumbing/Electrical/HVAC/Construction/Other:				
JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				
TRADE: Plumbing/Electrical/HVAC/Construction/Other:				
JOURNEYMEN				
COMMON LABORERS				
APPRENTICES				
MAXIMUM NO. OF TRAINEES				

*A Section 3 Resident is 1) a public housing resident; or 2) a low or very low income person residing in the metropolitan area or non –metropolitan county where the project is located.

ALL <u>NEW HIRES</u> MUST COMPLETE AN INCOME DOCUMENTATION CERTIFICATION—SEE EXHIBITS K AND L.

EXHIBIT H

SECTION 3 MONTHLY COMPLIANCE FORM

Contractor and all subcontractor(s) must sign, date and deliver this form monthly to:

RGVEC:_____ Project Name:_____

RGVEC Address: _____ Project Location: _____

For the Month of _____

I. Hiring
Select one:

___ I have not hired any new employees during the month specified.

___ I have hired ____ Section 3 employees with my initial contract for all new hires being through the Texas Workforce and/or _____ non-Section 3 employees during the month.

II. Recruitment
I have taken one or more of the following recruitment steps to hire a Section 3 resident with the highest training and employment priority ranking: (check all that apply)

___ I have advertised to fill vacancy(ies) at the site(s), where work is taking place, in connection with this project. Below, I have checked the steps I have taken to find Section 3 low-income residents, from the targeted groups and neighborhoods, to fill any vacancies.

___ Placed signs or posters in prominent places at project site(s).

___ Taken photographs of the above item to document that the above step was carried out.

___ Distributed employment flyers to the administrative office of the local Public Housing Authority.

___ Contacted RGVECs employment referrals or Youthbuild Program referrals.

___ Kept a log of all applicants and indicated the reasons why Section 3 residents who applied were not hired.

___ Retained copies of any employment applications completed by Public Housing Authority, Section 8 certificate or voucher holders or other Section 3 residents.

___ Sent a notice about Section 3 training and employment requirements and opportunities to labor organizations or to worker representatives with whom our firm has a collective bargaining or other agreement.

III. Verification

____ I have attached proof of all checked items.

I hereby certify that the above information is a true and correct.

_____ _____ _____
Signature Title Date

_____
Business Name

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EXHIBIT I

MONTHLY EMPLOYMENT UTILIZATION REPORT

TO: City/County

COMMUNITY DEVELOPMENT DEPARTMENT

NAME OF PROJECT: _____

Bid No. 2012- _____

GRANT NUMBER:
B-08 THRU B-12-MC-48-0504

FROM: _____
(Contractor)
ADDRESS OF CONTRACTOR

_____
Street

_____
City, State
CONTRACTOR'S PHONE NUMBER:
( )

REPORTING PERIOD: _____

PERCENTAGE OF PROJECT COMPLETION: _____

CLASSIFICATION	WORK HOURS OF EMPLOYMENT ON THIS PROJECT								
	TOTAL	BLACK	WHITE	ASIAN OR PACIFIC ISLANDER	HISPANIC	FEMALE	DISABLED	VETERAN	SECTION 3 RESIDENT
OFFICERS SUPERVISORS									
PROFESSIONALS									
TECHNICIANS									
HOUSING SALES/RENTAL MANAGEMENT									
OFFICE CLERICAL									
SERVICE WORKERS									
JOURNEYMEN									
COMMON LABORERS									
APPRENTICES									
TRAINEES									
TOTAL	0	0	0	0	0	0	0	0	0

% OF MINORITY EMPLOYEES	0	#DIV/0!
% FEMALE EMPLOYEES		#DIV/0!
% LOW INCOME/SECTION 3 EMPLOYEES		#DIV/0!
% HANDICAPPED EMPLOYEES		#DIV/0!

_____ _____

SIGNATURE AND TITLE OF COMPANY OFFICIAL COMPLETING REPORT

DATE SIGNED _____

This form must be completed monthly by the General Contractor for all workers

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EXHIBIT J

SECTION 3 EMPLOYEE DATA & CERTIFICATION

The U.S. Department of Housing and Urban Development (HUD) requires that the County/City of _____ document the income of newly hired persons working on federally-funded construction projects. This form may also be utilized as supportive documentation for Exhibit A (#2) and is intended to comply with HUD Community Development Block Grant requirements.

Applicant's Name:_____Job Title:_____

Address:_____Phone:_____

DO YOU CURRENTLY RESIDE IN PUBLIC HOUSING ? IF YES, YOU DO NOT NEED TO FILL OUT THE REST OF THIS FORM.
(Circle one) Yes No

Have you been unemployed in the last 3 years? If yes, you do not need to fill out the rest of this form.

(Circle one) Yes No

How many people are in your family? (Circle one) **1 2 3 4 5 6 7 8+**

What is your family's gross annual income (before taxes)? _____

What is your race? (Circle one)

WHITE

BLACK/AFRICAN AMERICAN

ASIAN

AMERICAN INDIAN/ALASKAN NATIVE

NATIVE HAWAIIAN/OTHER PACIFIC ISLANDER

ASIAN & WHITE

BLACK & WHITE

AM. INDIAN/ALASKAN NATIVE & BLACK

OTHER MULTIRACIAL

Is your family of Hispanic origin? (Circle one) **YES** **NO**

I certify that all of the above information is true and correct to the best of my knowledge.

Approved April 10, 2012

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Signature

Date

Employee's

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EXHIBIT K

SECTION 3 EMPLOYEE DATA & CERTIFICATION

El Departamento de Vivienda y Desarrollo Urbano (HUD) requiere que la Ciudad de _____ obtenga documentos de ingresos de las personas nuevamente empleadas que trabajan en los proyectos que reciben beneficios de programas federales. Este formulario se puede utilizar como documentacion de apoyo para el Anexo A (#2) perro tambien es requerido **para cumplir con los requisitos de Subvención de Bloque de Desarrollo de Comunidad de HUD.**

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FAVOR DE ESCRIBIR A LETRA DE MOLDE

Seccion I

Nombre del Participante_____Titulo deTrabajo_____

Direccion_____Telefono_____

En la actualidad reside en una vivienda publica ? Si su respuesta es si, no tiene que terminar este formulatrio.

(Circule uno) Si No

Ha estado desempleado en los ultimos tres anos ? Si su resppuesta es si, no tiene que terminar este formulatio.

(Circule uno) Si No

Seccion II

¿**Cuantos personas en su Familia ?** (Circule uno)

¿Cuál es dinero anual gruesa de su familia (antes de impuestos)? _____

¿Cuál es su raza? (Circule uno)

AMERICANO

NEGRO/ AMERICANO AFRICANO

ASIÁTICO

INDIO AMERICANO/NATURAL DE ALASKA

NATURAL DE HAWAII/ EL OTRO ISLEÑO PACÍFICO

ASIÁTICO & AMERICANO

AMERICANO AFRICANO & AMERICANO

INDIA AMERICANO/NATURAL DE ALASKA & AMERICANO AFRICANO

EL OTRO MULTI-RACIAL

¿Está su familia de origen hispánico?(Circule uno) **Sí** **No**

Revised 3/15/12

Certifico que toda la información antedicha está verdad y correcta al mejor de mi conocimiento.

Firma del Empleado

Fecha

AI-38760 **Urban County 15. D.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Irene Montoya **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

The Urban County Program is requesting the award of bids and approval of contract for the demolition and reconstruction of the following:

1. (1) Unit in the Countywide area in the amount of $43,680 to G & G Contractors.

BACKGROUND

The applicant was approved to receive assistance under the Owner-Occupied Housing Rehabilitation Program by the County Commissioners' Court on September 4, 2012. Bids were received and opened at the Hidalgo County Purchasing Department on Wednesday, December 5, 2012.

Attachments

Bid
Loan Agreement
Insurance
Plans
bid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/14/2013 03:00 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Mary Flores Started On: 05/14/2013 02:30 PM

Final Approval Date: 05/24/2013

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: December 05, 2012 Bid Opening Time: 9:30 am

Description of Bid: Demolition and Reconstruction of One (1) Unit in the City of Granjeno, One (1) Unit in the City of Mercedes, One (1) Unit in the City of Weslaco, One (1) in the County Side Area

Grant #: M-11-UC-48-0501-ET-02

QUALITY INVESTMENTS				
	UNITS	TOTAL BID AMOUNT	ADDENDUM #1 ACKNOWLEDGED	BID BOND/CASHIER'S CHECK INCLUDED
1	V. MATA	$59,899.00	YES	BB INCLUDED
2	G. T. URESTI	$47,399.00	YES	BB INCLUDED
3	F. MIRELES	$53,899.00	YES	BB INCLUDED
4	P. RODRIGUEZ	$49,899.00	YES	BB INCLUDED

G & G CONTRACTORS				
	UNITS	TOTAL BID AMOUNT	ADDENDUM #1 ACKNOWLEDGED	BID BOND/CASHIER'S CHECK INCLUDED
1	V. MATA	$54,680.00	YES	BB INCLUDED
2	G. T. URESTI	$44,680.00	YES	BB INCLUDED
3	F. MIRELES	$53,680.00	YES	BB INCLUDED
4	P. RODRIGUEZ	$43,680.00	YES	BB INCLUDED

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED

CONSTRUCTION LOAN AGREEMENT

[illegible]

[illegible] ("[illegible]"), [illegible] May 28, 2013, [illegible] [illegible] [illegible]

[illegible]:

[illegible] $43,680.00 [illegible] May 28, 2013 [illegible] May 28, 2013, [illegible]

[illegible]:

[illegible]

[illegible]:

[illegible]

[illegible]: [illegible] "[illegible]"

[illegible]:

[illegible] May 28, 2013 [illegible]

[illegible]: $43,680.00

[illegible], [illegible] [illegible]:

1. [illegible].

(a) [illegible] 53, [illegible], [illegible] 1 (a) [illegible].

(b) [illegible] ("[illegible]"), [illegible]: (i) [illegible]; (ii) [illegible]; (iii) [illegible]; [illegible] (iv) [illegible].

(c) [illegible].

(d) [illegible] 40% [illegible] ("[illegible]") [illegible] 50% [illegible] 3 [illegible]. [illegible] 50% [illegible] ("[illegible]") [illegible] 4 [illegible].

(e) [illegible] 90% [illegible] 4 ([illegible]) [illegible].

(b) [illegible] 53, [illegible] [illegible] [illegible]

(i) [illegible]

(j) [illegible]

(k) [illegible]

(l) [illegible] 416, [illegible];

(m) [illegible].

4. [illegible]. [illegible] 5) [illegible] 3 [illegible]:

(a) [illegible] 53, [illegible] (i) [illegible]; (ii) [illegible];

(b) [illegible] (i) [illegible]; (ii) [illegible]; [illegible]

(c) [illegible].

5. [illegible]: (a) [illegible]; (b) [illegible]; (c)

[illegible] [illegible] [illegible] [

(i) [illegible]

(j) [illegible]

(k) [illegible]

(l) [illegible]

(m) [illegible]

(n) [illegible]

(o) [illegible]

(p) [illegible]

(q) [illegible]

(r) [illegible]

(s) [illegible]

(t) [illegible]

[illegible] [illegible] [illegible] [

OR THOSE WITH WHOM THEY HAVE FAMILY OR BUSINESS TIES.

11. [illegible] (10) [illegible] (10) [illegible]

12. [illegible]

LENDER'S SIGNATURE:

COUNTY OF HIDALGO

By: Diana R. Serna
Its: Director

BORROWER'S SIGNATURE:

Petra Rodriguez

CONTRACTOR'S SIGNATURE:

Rene Garza
G& G Contractors

(Individual/Individual Doing Business Under Trade Name)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority on this day personally appeared Petra Rodriguez known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on May 28, 2013.

_____
Notary Public, State of Texas

(Individual/Individual Doing Business Under Trade Name)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority on this day personally appeared Rene Garza known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, as G & G Contractors on December 18, 2013.

_____
Notary Public, State of Texas

(Individual/Individual Doing Business Under Trade Name)

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BEFORE ME, the undersigned authority on this day personally appeared Diana Serna known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and consideration therein expressed, on _____, 2013.

_____
Notary Public, State of Texas

Lot 10, Block 81, Hargill Townsite Hidalg County Texas.

[illegible] "[illegible]"
[illegible],
[illegible]
[illegible]
[illegible]

[illegible]

[illegible]: NONE

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 3/12/2013

PRODUCER
EDDIE VILLARREAL INSURANCE AGENCY
506 W UNIVERSITY DR
EDINBURG, TX 78539
956-381-0951 * ASK FOR VIOLA ALLEN

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
RENE GARZA JR
DBA G & G CONTRACTORS
5125 S HWY 281 STE 3
EDINBURG, TX 78539
956-929-1567

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: ESSEX INSURANCE COMPANY	
INSURER B: TEXAS COUNTY MUTUAL	
INSURER C: TEXAS MUTUAL INS CO	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YY)	POLICY EXPIRATION DATE(MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	3DL0679	03/14/13	03/14/14	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	604891354	03/14/13	03/14/14	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below	SBP-0001221990	03/15/13	03/15/14	[ ] WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

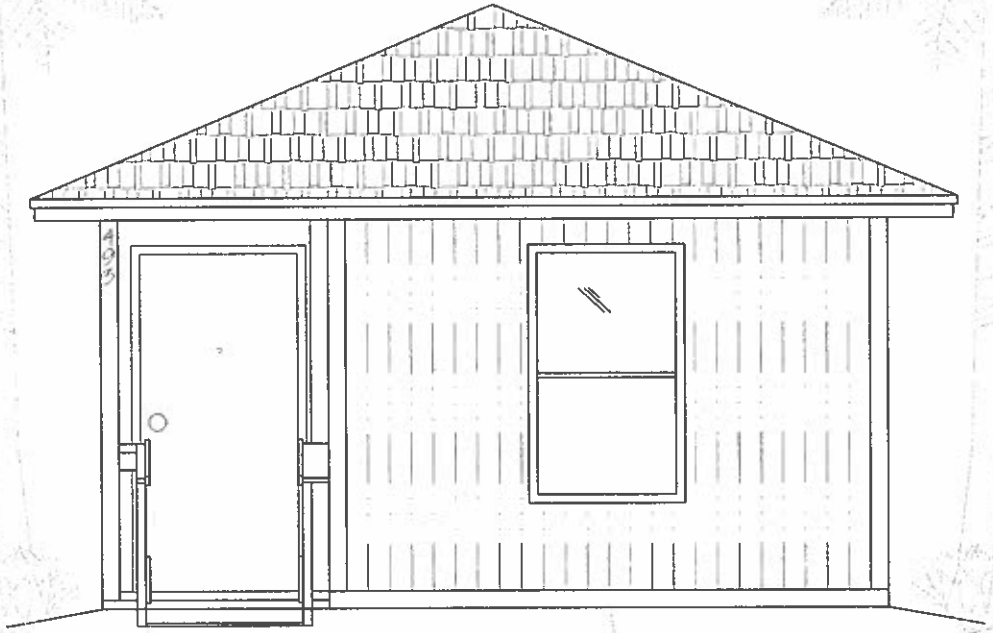
CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

RODRIGUEZ RESIDENCE



PETRA RODRIGUEZ
493 S. COUCH ST., HARGILL, TX
(956) 845-6350

URBAN COUNTY PROGRAM
1916 TESORO BLVD.
(956) 787-8127

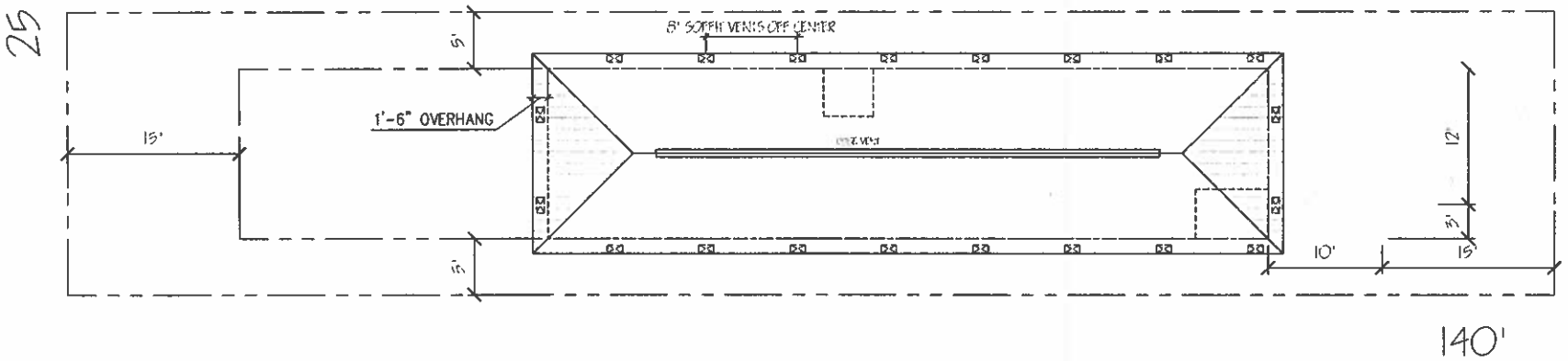
URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PETRA RODRIGUEZ
493 S. COUCH ST. - HARGILL, TX.

1 OF 6

X 140'

HARGILL TOWNSITE LOT 6, BLK 79



NOTE:

Please verify with city/ county on setbacks and for any requirements requarding sidewalk, landscaping and any other obligations as per city regulations/ ordinances. HOWEVER, any house that is made for handicap accessibility WILL ALWAYS. require driveway with connecting sidewalk to ramp.

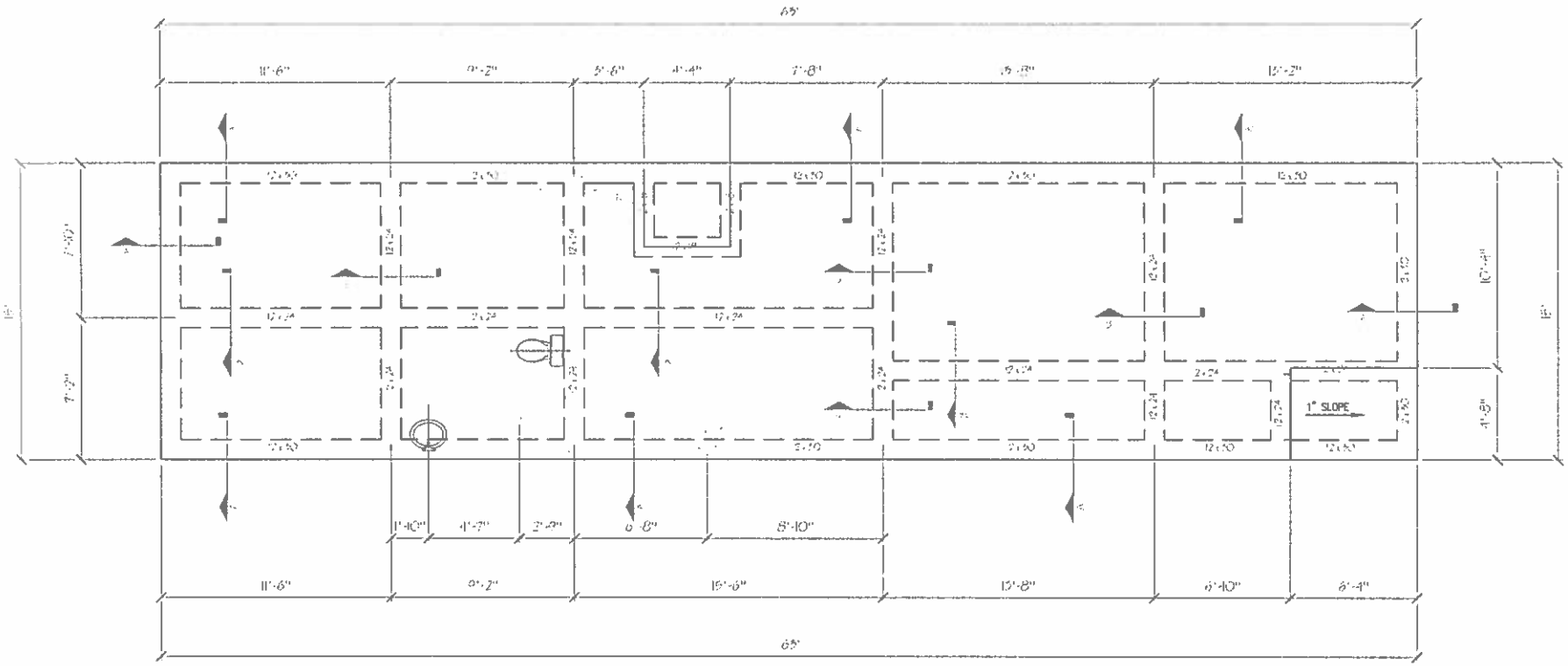
Remember to provide 6" of landscape dirt around house with sufficient grass seed up to 10' of perimeter.
Install both a ramp, steps and railings as per owners request of location.
In addition, remember to replace septic tank if needed and is more than 10 yrs old.
House to be built on original location.

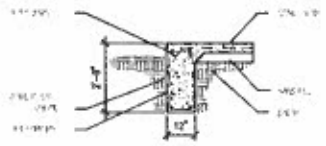
Driveway to be 12'X 25' minimum, remain distance is to street if any is to be of asphalt, caliche or concrete.

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PEDRA RODRIGUEZ
405 S. COUCHE ST - HARGILL, TX

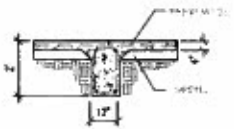
2 OF 6





A EXTERIOR BEAM

EXTERIOR BEAMS TO BE 12"X30" WITH 4 #6 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" INTERFACE TO UNDISTURBED SOIL.



B INTERIOR BEAM

INTERIOR BEAMS TO BE 12"X24" WITH 4 #6 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.

GENERAL NOTES

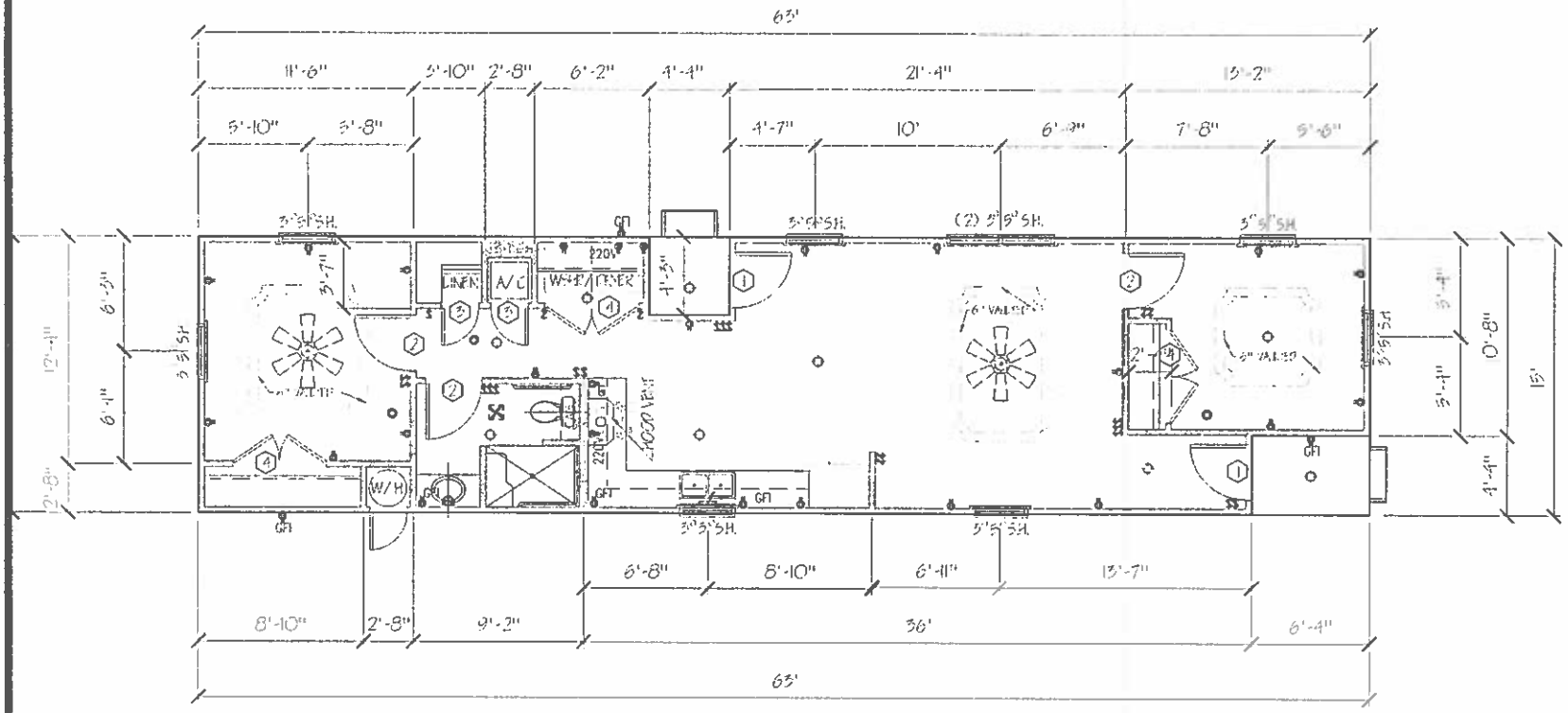
- 4" THICK SLAB ON GRADE W/ #3 BARS @ 16" O.C. EACH WAY AT MID-DEPTH OF SLAB OVER 6 MIL. VAPOR BARRIER OVER APPROVED COMPACTED FILL.
- EXTERIOR BEAMS TO BE 12"X30" WITH 4 #6 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.
- INTERIOR BEAMS TO BE 12"X24" WITH 4 #6 BARS CONT. TOP & BOTTOM WITH #3 STIRRUPS AT 24" O.C. AND A MIN. OF 6" IN DEPTH TO UNDISTURBED SOIL.
- CORNER BARS AT ALL CORNERS & INTERSECTIONS 2'X2' - #3 APPLY 6X6 #6 WIRE MESH AT SIDEWALKS AND DRIVEWAYS.
- INSTALL ACCHOR BOLTS AT PERIMETER AT 4' O.C.
- SEE CIVIL COMPACTED SELECTED FILL DET. FOR FINISH FLOOR TO BE 12" FROM TOP OF CURB, UNLESS OTHERWISE NOTED.

FOUNDATION PLAN

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PEDRO RODRIGUEZ
1995 S. COLLEGE ST. - HARRELL, TX.

2 OF 6



SQUARE FOOTAGE

LIVING AREA	994
COVERED PORCH	48
OPEN PORCH	240

ELECTRICAL LEGEND

WH WATER HEATER	CEILING FAN
EXHAUST ELECTRICAL OUTLET	$ LIGHT SWITCH
220V 220 VOLT OUTLET 100 AMP SERVICE	T TELEPHONE
GFI GROUND FAULT CIRCUIT INTERRUPTER	SMOKE DETECTOR

DOOR SCHEDULE

DR #	TYPE	SIZE	TYPE	LOCKS
1	INSWING NEW DOOR W/ DEAD BOLT HOLES	3'0	WHITE W/ 10% VISION PANNEL	DEAD BOLT READY TO BE INSTALLED
2	INSWING NEW DOOR	2'6"	YELLOW DOOR	DEAD BOLT READY
3	INSWING NEW DOOR	2'0"	YELLOW DOOR	PASSAGE
4	INSWING NEW DOOR	(2) 2'0"	YELLOW DOOR	PASSAGE
5	INSWING NEW DOOR	2'0"	YELLOW DOOR	DEAD BOLT READY

GENERAL NOTES

- 5/12 SLOPE WITH 6" OVERHANG
- SUPPLY FRAME / SOFFIT VENTS WHERE NEEDED
- INSTALL PORCH SEALING WHERE FINISH GRADE IS LOWER THAN 7" FROM PORCH FLOOR
- INSTALL PORCH STEPS WHERE FINISH GRADE IS LOWER THAN 6" FROM PORCH FLOOR
- CLIENT IS TO USE EXISTING CONNECTIONS FOR A GAS / ELECTRIC / PROPANE STOVE.
- INSTALL A MIN OF TWO PHONE JACKS & CABLE CONNECTIONS AS PER OWNERS REQUEST.

EXTERIOR COLOR CHOICES TO BE OF MAIN: SW 6113 SW 6841

INTERIOR COLOR CHOICES TO BE OF MAIN: SW 6343 SW 6344

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME THIS 27 DAY OF Sept 2012

FLOORPLAN
SCALE: NTS

URBAN COUNTY PROGRAM
OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

PEDRO RODRIGUEZ
4955 COMPTE ST - HARLINGEN, TX

1 OF 6

URBAN COUNTY PROGRAM

OWNER OCCUPIED HOUSING REHABILITATION PROGRAM

5 OF 6

PETRA RODRIGUEZ

495 S. COLLIE ST. - HASKELL, TX

SPECIFICATIONS

ALL *SPECIFICATIONS* SHALL ASSUME THE USE OF *CONTRACTOR'S MINIMUM GENERAL SPECIFICATIONS MANUAL*

OWNER (S) PETRA RODRIGUEZ CASE NO.: CW-85-11-08 DATE: 10/2/2012 ADDRESS: 493 S. COUCHE, HARGILL PHONE: 956-845-6350 BY: Lupe Rivera, Jr.

1. FOUNDATION WORK:

BUILD A NEW CONCRETE FOUNDATION TO COMPLY WITH PLANS, SPECS, CITY AND / COUNTY REQUIREMENTS. CW PROJECTS TO BE 18" ABOVE CENTER LINE OF STREET OR 18" ABOVE NATURAL GROUND, WHICHEVER IS GREATER. PROVIDE CONCRETE SLAB FOR A/C UNIT & **A MIN. OF 12 X 25 DRIVEWAY WITH REMAINING DISTANCE TO STREET TO BE ASPHALT, CALICHE OR CONCRETE.** (depending on city).

2. PLUMBING GENERAL: (SEE SPECS)

ALL PLUMBING ROUGH SHALL BE AS FOLLOWS:

- WATER SUPPLY TO HOUSE SHALL HAVE A ¼" CUTOFF VALVE BEFORE ENTRY TO HOUSE.
- INTERIOR WATER SUPPLY LINES FOR HOUSE SHALL BE ALL NEW PEX OF APPROPRIATE DIAMETER
- NEW PEX PIPES AND FITTINGS:
  - OF 1" MINIMUM DIAMETER FOR ALL EXTERIOR WATER SUPPLY LINES BELOW GROUND.
  - OF APROPRIATE DIAMETER FOR DWV (DRAIN, WASTE, AND VENTS).
- SEWER CONNECTION SHALL HAVE (1) PLASTIC PVC SEWER CLEAN OUT.

ALL PLUMBING FINISH SHALL BE AS FOLLOWS:

- RELATED PLUMBING ITEMS:
  - (2) EXTERIOR HOSE BRASS BIB FAUCETS:
  - ¼" CUTOFF VALVES WITH ESCUTCHEONS FOR ALL FIXTURES.

FIXTURES:

- PLUMBING SEALANT FOR ALL DRAINS, AND SINK PERIMETERS
- ALL OTHER RELATED PLUMBING (SEE SPECS)

FIXTURES: (SEE SPECS)

- KITCHEN SINK W/ RELATED PLUMBING & FAUCETS
- PEDESTAL SINK W/ RELATED PLUMBING & FAUCETS
- TOILET OF MATCHING COLOR
- SHOWER WITH RELATED PLUMBING AND HANDICAP ACCESSIBLE.
- SHOWER FAUCETS & REMOVABLE SHOWER HEAD
- MEDICINE CABINETS/TOWEL RACKS/ T.P. DISPENCER/ TOOTHBRUSH & SOAP HOLDER, & SHOWER ROD (SEE SPECS)
- WATER HEATER INSTALLED AS-PER SPECS. (GAS OR ELECTRIC AS PER OWNER REQUEST)

OTHER RELATED ITEMS

- RANGE CONNECTIONS AS PER OWNERS REQUST.(SEE SECTION 23.)
- 4" DRYER EXAUST VENT.
- IN WALL WASHING MACHINE BOX, WITH BRASS FAUCETS & RELATED PLUMBING.

HOOK UP ALL DRAINAGE LINES TO CITY SEWER SYSTEM IF AVAILABLE. SEE CITY FOR INFORMATION.TEST SEPTIC SYSTEM IF EXISTING FOR INTEGRITY AND REPLACE IF NECESSARY AND MORE THAN 10 YEARS OF AGE

3. INTERIOR/EXTERIOR WALLS & CEILINGS:

ALL INTERIOR AND EXTERIOR WALL FRAMING:

- 2"x4" (#2 OR BETTER) FOR USE IN: SOLE PLATES (TREATED LUMBER)
  - DOUBLE TOP PLATES
  - 92 5/8" PRE-CUT STUDS @ 16" O.C.
  - WINDOW SILLS
  - CEILING JOIST CHAIN BLOCKING @ 48" O.C.
- 2"x6" (#2 OR BETTER) FOR USE IN:
  - WINDOW & DOOR HEADERS WITH 1"/2" SPACER.
  - CEILING JOIST @ 24" O.C., FOR CLEARANCES LARGER THAN 12' CEILING JOIST SHALL BE @ 16" O.C.
  - INSTALL BOOT TIES IN EVERY CORNER OF THE HOUSE ALONG WITH METAL ANCHORS ON BOTH BOTTOM AND TOP PLATES OF HOME

ALL EXTERIOR CEILING COVERINGS:

- 3/8" CD EXTERIOR PLYWOOD FOR PORCH CEILINGS.

ALL INTERIOR WALL & CEILING COVERINGS.

- ½" SHEETROCK FINISHED AS PER SPECS.
- ½ "DAMP RESISTANT SHEETROCK FOR BATH AREAS.

ALL INTERIOR CEILINGS SHALL HAVE ORANGE PEEL TEXTURE.
ALL INTERIOR WALL SURFACESS SHALL HAVE ORANGE PEEL TEXTURE.
ALL EXTERTION TRIMMINGS SHOULD CONSIST OF CEDAR WOOD.

4. ROOF:(SLOPE=5/12)

ROOF SHALL HAVE:

- A HIP/GABLE STYLE ROOF WITH 16" OVERHANGS.
- A HIP/GABLE STYLE FRONT PORCH AS PER PLANS.
- PORCH COLUMNS MUST BE FASTENED TO CONCRETE.
- AN ADEQUATE COMBINATION OF RIDGE & SOFFIT VENTS WITH AIR CHUTES.
- ADEQUATE RAIN GUTTERS WITH DOWN SPOUTS FOR THE ROOF AREA THAT MAY AFFECT OWNERS.
- SHINGLES TO BE OF LIGHT COLOR (no black shingles)

5. PORCH & CANOPY FLOORS:

THE HOUSE SHALL HAVE PORCH FLOORS AS FOLLOWS:

- A FRONT PORCH FLOOR.
- A SIDE/BACK PORCH FLOOR.

PROVIDE RAMP & (2)-HANDRAILS TO EACH FRONT AND/OR SIDE PORCH STEPS

6. INSULATION:

INSULATE:

- ALL LIVING AREA CEILINGS WITH BLOWN IN INSULATION TO AN **R-49 FACTOR.** (need a combined R-30 & R-19 to meet requirement)
- **INFILTRATION FOAM** SHALL BE USED AROUND ALL WINDOWS, WIRES, PLUMBING, ELECTRICAL, 2X4 BOTTOM PLATES, AND ALL PENETRATED AREAS.
- ALL PERIMETER WALLS WITH **R-15 F.G. BATT.**
- ALL EXTERIOR PIPES EXPOSED TO WEATHER.

7. INTERIOR FINISH:

ALL TRIM SHALL BE INSTALLED AS PER SPECS.
*ALL PAINT SHALL BE APPLIED AS PER SPECS (2-COATS) WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS.** ALLOW A VARIETY OF DIFFERENT COLORS FOR CLIENT TO CHOOSE FROM. (2 COLOR CHOICE MIN).*

8. EXTERIOR FINISH:

*PAINT ENTIRE HOUSE AS PER SPECS WITH PAINT **COMPARABLE IN QUALITY TO SHERWIN WILLIAMS. PRIMER TO BE OIL BASED & PAINT MUST BE EQUIVALENT TO A-100.** (2 COLOR CHOICE MIN).*

9. SIDING:

THE SIDING SHALL BE 5/16" FIBER CEMENT WITH ALL CEDAR TRIM TO ENTIRE HOUSE.

10. WINDOWS:

SHALL BE NEW LOW "E" DOUBLE PANE INSULATED ALUMINUM WINDOWS, SIZE AS PER PLAN.

11. CABINETS GENERAL:

BUILD AND/OR INSTALL NEW KITCHEN CABINETS TO INCLUDE:

- A RANGE CABINET.
- A KTCHEN/ BATHROOM **FORMICA COUNTER TOP** OF MATCHING COLOR.

BUILD AND / OR INSTALL A NEW VANITY CABINET (IF APPLICABLE) FOR BATHROOM WITH FORMICA TO MATCH LAVATORY, SINK, AND WALLS. ALL CABINETRY PIECES SHOULD BE NEW AND COMPLETE AND BUILT TO PROFESSIONAL STANDARDS.

12. FLOOR, SUBFLOOR, & FINISH FLOORING:

APPLY VCT FLOOR TILE TO ALL LIVING AREA HOUSE FLOORS.

13. ELECTRICAL GENERAL

ALL ELECTRICAL INSTALLATIONS & WORK AS PER ELECTRICAL CODE WITH THE FOLLOWING CONDITIONS:

- PROVIDE RANGE OUTLET AS PER OWNER'S REQUEST.
- PROVIDE APPROPRIATE WASHER & DRYER CONNECTION.
- (2) 52" CEILING FANS (CEILING HUGGER STYLE) **COMPARABLE IN QUALITY** TO THE "HUNTER" BRAND, THE CONTACTOR SHALL ALLOW $120.00 FOR MATERIAL & LABOR, LOCATON AS PER OWNER REQUEST.
- INSTALL GFCI OUTLETS IN BATHROOMS, KITCHEN, AND EXTERIOR WALLS.
- EACH ELECTRICAL PANEL OR BREAKERBOX, LIGHT SWITCH, & THERMOSTAT NO HIGHER THAN 48" ABOVE FLOOR
- EACH ELECTRICAL PLUG TO BE 15" ABOVE THE FLOOR
- ANY OUTLETS WITHIN 6' FROM KITCHEN OR BATHROOM SINKS MUST BE GFCI

14. RANGE HOOD:

INSTALL A RANGE TO FIT OWNER'S RANGE SIZE (30" OR 36").

15. BATHROOM ACCESSORIES:

ALL ACCESSORIES & MEDICINE CABINETS AS PER SPECS. INCLUDE CURTAIN ROD & PLASTIC THRESHOLD TO HELP PREVENT WATER FROM ESCAPING SHOWER. INSTALL PEDESTAL SINK AND CABINET ABOVE TOILET. (ALSO INCLUDE TOILET PAPER, TOOTHBRUSH, AND SOAP HOLDER.)

16. ACCESS FOR PHYSICAL DISABILITIES:

INSTALL ONE CONC. RAMP AS PER OWNERS REQUEST THAT CONNECTS WITH 12 X 25 DRIVEWAY AND STEPS WITH HANDRAILS
BATHROOM SHOULD ACCOMMODATE GRAB BARS WHERE INDICATED IN PLANS

17. HEATING & A/C:

*PROVIDE & INSTALL A **14 SEER CENTRAL** AIR CONDITIONING **COMPARABLE IN QUALITY** TO A CARRIER BRAND UNIT FOR THE ENTIRE HOUSE. INCLUDE DIGITAL THERMOSTAT.*

18. SMOKE DETECTORS:

INSTALL A SMOKE DETECTOR INSIDE EACH SLEEPING R OUTSIDE SLEEPING ROOMS, ALL WIRED IN SERIES.

19. GENERAL NOTES.

CONTRACTOR IS RESPONSIBLE FOR:

- YOUR BID TO INCLUDE ANY COST RELATED TO REQUIREMENTS FROM CITY. CHANGE ORDERS FOR THI PARTICULAR PURPOSE WILL NOT BE ACCEPTED OR PROCESSED TO CORRECT THE ABOVE MENTIONED.
- YOUR BID TO INCLUDE ANY COST RELATED TO RES-CHE ENERGY COMPLIANCE REQUIREMENTS.
- THE DEMOLISH AND DISPOSAL EXISTING STRUCTURE.
- THE COMPLIANCE OF ALL THE REQUIRED BUILDING ELEVATIONS.
- PROVIDE 6" OF LANDSCAPE DIRT AROUND THE HOUSE ALONG WITH SUFFICIENT GRASS SEEDS UP TO 10' OF PERIMETER.
- PROVIDING THE APPROPRIATE ELECTRICAL AND /OR GA CONNECTIONS FOR RANGE AS PER APPICANT'S REQUE AND ACCORDING TO APPLICABLE PLUMBING/ELECTRICA CODE.
- PROVIDE PHONE JACKS & CABLE CONNECTIONS IN EVE BDRM & LIVING SPACE. KITCHEN PHONE IF REQUESTED
- PROVIDE TERMITE PRE-TREATMENT TO ENTIRE HOUSE.
- OBTAINING, DISPLAYING, AND SUBMITTING ALL PROPER PERMTIS & INSPECTIONS.
- ALL CONTRACTORS WILL BE RESPONSIBLE FOR ANY ADDITIONAL PLANS, SPECIFICATIONS AND/OR DETAILS T ARE REQUIRED BY CITIES OR COUNTY AT THE TIME OF ATTAINING PERMITS.
- CONC. DRIVEWAYTO MEET CITY REQUIREMENTS WITH CONNECTING SIDEWALK TO RAMP FOR HANDICAP APPLICANTS.
- ALL THE GENERAL INFORMATION CONTAINED WITHIN **SECTION 23. GENERAL NOTES** OF THE CONTRACTOR'S GENERAL SPECIFICATIONS MANUAL.
- PROVIDE AND INSTALL PROJECTS SIGNS AT EACH CONSTRUCTION SITE
- CONTRACTOR IS RESPONSIBLE FOR SUPPLYING PORT A POTTY TRHOUGHOUT CONSTRUCTION PROCESS *(demo t inspection)*
- SHOWER ENTRANCES TO BE 36" WIDE
- ALL UCP HOMES MUST COMPLY WITH TEXAS GOVERNMENT CODE §2306.514
- **CONCRETE DRIVEWAY TO BE 12X25, WITH REMAIN DISTANCE TO STREET TO BE OF ASPHALT, CALICH OR CONCRETE.**

THE HOMEOWNER SHALL BE RESPONSIBLE FOR

- REMOVE AND DISPOSE OF ALL DEBRIS ON SITE BEFORE BEGINNING OFCONSTRUCTION, INCLUDING BUT NOT LIM TO TIRES, ABANDONEDVEHICLES, OLD LUMBER, ETC.
- MAKING NECESSARY DEPOSITS FOR ANY UTILITIES TO B CONNECTED TO THE NEW DWELLING.

I HAVE READ AND FULLY AGREE WITH THE WRITE-UP AND PLANS AS PRESENTED TO ME.

X _____

NAME OF APPLICANT

HIDALGO COUNTY PURCHASING DEPARTMENT BID TABULATION SHEET

DEPT NAME: COUNTY OF HIDALGO URBAN COUNTY PROGRAM

Bid Opening Date: December 05, 2012 Bid Opening Time: 9:30 am

Description of Bid: Demolition and Reconstruction of One (1) Unit in the City of Granjeno, One (1) Unit in the City of Mercedes, One (1) Unit in the City of Weslaco, One (1) in the County Side Area

Grant #: M-11-UC-48-0501-ET-02

QUALITY INVESTMENTS				
	UNITS	TOTAL BID AMOUNT	ADDENDUM #1 ACKNOWLEDGED	BID BOND/CASHIER'S CHECK INCLUDED
1	V. MATA	$59,899.00	YES	BB INCLUDED
2	G. T. URESTI	$47,399.00	YES	BB INCLUDED
3	F. MIRELES	$53,899.00	YES	BB INCLUDED
4	P. RODRIGUEZ	$49,899.00	YES	BB INCLUDED

G & G CONTRACTORS				
	UNITS	TOTAL BID AMOUNT	ADDENDUM #1 ACKNOWLEDGED	BID BOND/CASHIER'S CHECK INCLUDED
1	V. MATA	$54,680.00	YES	BB INCLUDED
2	G. T. URESTI	$44,680.00	YES	BB INCLUDED
3	F. MIRELES	$53,680.00	YES	BB INCLUDED
4	P. RODRIGUEZ	$43,680.00	YES	BB INCLUDED

*TYPED AS READ AT BID OPENING, AMOUNTS NOT VERIFIED/CALCULATED

AI-38762 **Urban County 15. E.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Brandy R Salinas **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Review Appraisal Services;

2. Presentation of the scoring grid for the purpose of CC ranking the sole member of the County's approved "pool" of professional review appraisal services providers as qualified to continue to the next step of the process in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-589-000-6887/DRS220068 Alberta Drain project.

Review Appraisal Services	Grade	Ranked
HLH Appraisal Services	94.33	

3. Authority to negotiate a professional (review appraisal service) contract with the sole member "qualified" firm _____ for the provision of professional review appraisal services for the Precinct No. 4 – Alberta Drain Project.

BACKGROUND

The sole member professional Review Appraisal service firm rated from the County's approved "pool" is: HLH Appraisal Services for the Alberta Drain project located in Precinct No. 4.

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/14/2013 04:07 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Mary Flores Started On: 05/14/2013 03:22 PM

Final Approval Date: 05/24/2013

Texas General Land Office Disaster Recovery Funds
Review Appraisal Services
Flood and Drainage Improvements
GLO Contract No. 12-589-000-6887
Grading-Ranking Grid

Criteria	**HLH Appraisal Services**			**Leonel Garza Jr. & Associates**			**Professional Appraisal Services**		
	Grader 1	**Grader 2**	**Grader 3**	**Grader 1**	**Grader 2**	**Grader 3**	**Grader 1**	**Grader 2**	**Grader 3**
Responsiveness	**30**	**30**	**28**						
Firm Capabilities	**44**	**45**	**33**						
Staffing	**25**	**25**	**23**						
TOTALS	**99**	**100**	**84**						
AVERAGES	283÷3= 94.33			____**÷3=**			____**÷3=**		
RATING	**1**			**2 Could Not Evaluate because firm will perform only Appraisals.**			**3 Could Not Evaluate because firm will perform only Appraisals.**		

AI-38761 **Urban County 15. F.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Brandy R. Salinas **Submitted By:** Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code 262.024 (a)(4) for Professional Appraisal Services;

2. Presentation of the scoring grid for the purposes of ranking by CC of at least three (3) appraisal service firms from the County's approved "pool" as graded and evaluated by the Precinct No. 4, Urban County Program, and Hidalgo County Purchasing Department, in connection with and funded through Hidalgo County Urban County Program GLO Contract No. 12-589-000-6887/DRS220068 Alberta Drain project.

Appraisal	Grade	Ranked
Leonel Garza Jr. and Associates	94.33	
Professional Appraisal Services	91.33	
HLH Appraisal Services	89.66	

3. Authority to negotiate a professional appraisal service contract with the No. 1 ranked firm of _____ for the provision of Appraisal Services for the Precinct No. 4 – Alberta Drain Project.

BACKGROUND

The three (3) Appraisal firms rated from the County's approved "pool" are: Leonel Garza Jr. and Associates, HLH Appraisal Services, and Professional Appraisal Services

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/14/2013 04:07 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Mary Flores Started On: 05/14/2013 03:08 PM

Final Approval Date: 05/24/2013

Texas General Land Office Disaster Recovery Funds
Appraisal Services
Flood and Drainage Improvements
GLO Contract No. 12-589-000-6887
Grading-Ranking Grid

Criteria	Leonel Garza Jr. & Associates			Professional Appraisal Services, Inc			HLH Appraisal Services		
	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3	Grader 1	Grader 2	Grader 3
RESPONSIVENESS	30	30	28	29	30	27	30	25	25
FIRM CAPABILITITES	42	45	34	40	41	35	41	41	36
STAFFING	24	25	25	24	25	23	24	24	23
TOTALS	96	100	87	93	96	85	95	90	84
AVERAGES	283 ÷3=94.33			274 ÷3=91.33			269 ÷3=89.66		
RATING	1			2			3		

AI-38790 **Elections Administration 16. B.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Yvonne Ramon **Submitted By:** Rosie Diaz, ELECTIONS DEPT.

Department: ELECTIONS DEPT.

Information

CAPTION

Requesting approval of the following claim/invoice with authority for the County Treasurer to issue payment/check after review, audit and processing procedures are complete by the County Auditors.

Invoice Date	Invoice No.	Vendor	Amount
05/06/13	9703775627	Verizon Wireless	$156.44

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-414-00-130-001-0-532

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

BUDGETARY IMPACT:

Available funds as of 5/24/13.

Attachments

Verizon Bill

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/15/2013 04:01 PM
Olga Garza	Olga Garza	05/24/2013 03:39 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Rosie Diaz Started On: 05/15/2013 01:53 PM

Final Approval Date: 05/24/2013

verizonwireless

P.O. BOX 105378
ATLANTA, GA 30348

Manage Your Account & View Your Usage Details	Account Number	Date Due
At vzw.com/mybusinessaccount	322352571–00002	Past Due
	Invoice Number	9703775627

REC'D MAY 06 2013

20000737 02 MB 0.402 **AUTO T5 0 2493 78540-065959 1 E CNTX2305

HIDALGO COUNTY ELECTIONS
PO BOX 659
EDINBURG, TX 78540-0659

Quick Bill Summary

Mar 24 – Apr 23

Previous Balance *(see back for details)*	$435.84
Payments – Thank You	–$290.56
Balance Forward Due Immediately	**$145.28**
Monthly Charges	$139.96
Usage and Purchase Charges	
Voice	$.00
Roaming	$11.00
Verizon Wireless' Surcharges and Other Charges & Credits	$5.48
Taxes, Governmental Surcharges & Fees	$.00
Total Current Charges Due by May 18, 2013	**$156.44**

Total Amount Due **$301.72**

Our records indicate your account is past due. Please send payment now to avoid service disruption.

Pay from Wireless	Pay on the Web	Questions:
#PMT (#768)	At vzw.com/mybusinessaccount	1.800.922.0204 or *611 from your wireless

VB

verizonwireless

Please Recycle

Bill Date	April 23, 2013
Account Number	322352571–00002
Invoice Number	9703775627

HIDALGO COUNTY ELECTIONS
PO BOX 659
EDINBURG, TX 78540–0659

Total Amount Due

Make check payable to Verizon Wireless.
Please return this remit slip with payment.

$301.72

$☐☐☐.☐☐

PO BOX 660108
DALLAS, TX 75266–0108

☐ Check here and fill out the back of this slip if your billing address has changed or you are adding or changing your email address.

97037756270103223525710000200001564400003017297

Overview of Lines

Lines Charges	Page Number	Monthly Charges	Usage and Purchase Charges	Equipment Charges	VZW Surcharges and Other Charges and Credits	Taxes, Governmental Surcharges and Fees	Third–Party Charges (includes Tax)	Total Charges	Voice Plan Usage	Messaging Usage	Data Usage	Voice Roaming	Messaging Roaming	Data Roaming
956–587–8464 Phone Elections	*4*	$34.99	$11.00	––	$1.67	$.00	––	$47.66	23	––	––	22	––	––
956–587–8465 Phone Elections	*5*	$34.99	––	––	$1.27	$.00	––	$36.26	––	––	––	––	––	––
956–587–8466 Phone Elections	*6*	$34.99	––	––	$1.27	$.00	––	$36.26	––	––	––	––	––	––
956–587–8467 Phone Elections	*7*	$34.99	––	––	$1.27	$.00	––	$36.26	4	––	––	––	––	––
Total Current Charges		**$139.96**	**$11.00**	**$.00**	**$5.48**	**$.00**	**$.00**	**$156.44**						

Order #: 2493 Copy #: 05 Control #:20000737-00006203

AI-38912 **Precinct #4 17. A.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Comm. J. Palacios, Pct 4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval to accept donation of caliche from OXY USA, Inc.

BACKGROUND

Estimated Value is $40,000.00

Attachments

letter

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/22/2013 04:55 PM
Auditor's Office	Obdett Calzada	05/22/2013 04:58 PM
Budget & Management	Obdett Calzada	05/23/2013 01:35 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Monica Badillo Started On: 05/22/2013 01:30 PM

Final Approval Date: 05/24/2013

OXY USA Inc.
A subsidiary of Occidental Petroleum Corporation

401 Dallas Ave. McAllen, Texas 78501
Phone 956.842.4539
Email mike_handy@oxy.com

May 22, 2013

Hidalgo County, Texas
Precinct 4
Edinburg, TX
Attention: Roman Rodriguez

Re: Delivery of Caliche

Dear Mr. Rodriguez:

OXY USA Inc. (OXY) has agreed to supply you with caliche (material) to Precinct 4 in Hidalgo County, Texas. OXY will deliver the material to the location you have designated. OXY will stockpile the material but will not be responsible for any application of said material. You agree to take the material as is without any warranty to the quality of said material. OXY will deliver and stockpile the material as no cost to Precinct 4, Hidalgo County, Texas...

(Total amount of Caliche is estimated 500 loads at estimated value $40,000.00)

If you should have any questions, please do not hesitate to call.

Sincerely

Mika Handy
South Texas Construction Superintendent

AI-38904 **Budget and Management 18. A. 1.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Sheriff's Office **Submitted By:** Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff's Office OCDETF (1284):
A. Approval of amendment to overtime program agreement (Investigation No. SW-TXS-0861) between the Organized Crime Drug Enforcement Task Forces (OCDETF) and the Hidalgo Co. Sheriff's Office reducing the award amount from $14,000.00 to $13,000.00.

B. Approval to unappropriate funds in the amount of $1,000.00 in order to comply with amended overtime agreement as stated above.

BACKGROUND

Funding is for the period of 10/1/12 to 9/30/13. Refer to AI #34297, CC 10/1/12, item 8.A. for approval of original agreement and appropriation of funds.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1284-421-00-280-064-3-XXX

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

BUDGETARY IMPACT:

Unappropriation of funds in the amount of $1,000.00 to comply with amended overtime agreement between OCDETF and Hidalgo Co. Sheriff's Office.

Revenue Acct #3-1284-331-12-280-064-3-000 "OCDETF SW-TXS-0861 Revenues"

Agreement does not cover fringes related to overtime pay. Fringes are being charged to the Sheriff's Office G/F budget, acct #3-1100-421-00-280-001-0-XXX

Attachments

backup 1
backup 2
backup 3
Unappropriation for OCDETF agreement

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	05/23/2013 01:18 PM
Budget & Management	Obdett Calzada	05/23/2013 01:34 PM
Manuel Chapa	Manuel Chapa	05/24/2013 03:09 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Ivan Cantu Started On: 05/22/2013 10:49 AM

Final Approval Date: 05/24/2013

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Southwest Region

1000 Louisiana, Suite 2300
Houston, TX 77002

713-567-9000
Fax: 713-718-3307

Memorandum

May 13, 2013

To: Sheriff Guadalupe Trevino
Hidalgo CSO
711 El Cibolo Road
Edinburg, TX 78539

From: Michael Wright
AUSA OCDETF Coordinator
Southwest Region

Re: Organized Crime Drug Enforcement Task Force (OCDETF) Overtime and Authorized Expense Program for Fiscal 2013

OCDETF Investigation #	DCN:	Sponsoring Federal Agency:
SW-TXS-0861	M328034	DEA

Hidalgo CSO

At this time the Coordination Group has agreed to obligate additional funding in the above captioned agreement in the amount of $3,000.00. This obligation gives your agency a total amount funded of $13,000.00 for this fiscal year which ends September 30, 2013.

Funding History	Funding Date	Change	Total
Beginning Agreement Amount	10/01/2012	$ 10,000.00	$ 10,000.00
Funding Change	05/07/2013	$ 3,000.00	$ 13,000.00

Please do not hesitate to contact Corbett Michael at 713-693-3313 if you have any questions. No further reimbursements will be authorized without a written request, and authorization from, the OCDETF Core City Coordinators. You should ensure that you do not exceed your allocation.

U.S. Department of Justice

United States Attorney
Organized Crime Drug Enforcement Task Forces
Southwest Region

P.O. Box 61129
Houston, TX 77208

713-567-9000
Fax: 713-718-3307

Sheriff Guadalupe Trevino
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78539

October 15, 2012

Subject: Organized Crime Drug Enforcement Task Forces (OCDETF) State and Local Overtime and Authorized Expense Agreement for Fiscal Year 2013

Dear Sheriff Trevino:

The Southwest Region OCDETF Regional Coordination Group has approved an OCDETF Agreement for the Hidalgo County Sheriff's Office under the following terms:

OCDETF Case #:	SW-TXS-0861 DOGFISH HEAD
Dates of the Agreement:	10/01/2012 through 09/30/2013 (Fiscal 2013)
Funding Amount:	$ 10,000.00
Sponsoring Federal Agency:	DEA

At no time should your State or Local agency exceed the approved funding noted above.
**Please note that the approved funding amount may be less than the amount originally submitted to the Regional Coordination Group.

Initial funding allocations represent projections only and therefore are subject to modification by the Regional Coordination Group based upon the progress and needs of the OCDETF investigation. Federal government accounting policy requires all open obligations be reviewed and validated at the end of each quarter; therefore if no costs have been incurred within 90 days of the date of the agreement all funding could automatically be de-obligated unless an extension has been requested and has been granted in writing by the sponsoring Agency Regional OCDETF Coordinator.

If additional funding or agreement modifications are necessary, a written request must be submitted by the sponsoring Agency Regional OCDETF Coordinator to the Assistant U.S. Attorney (AUSA) Regional OCDETF Coordinator **prior** to incurring any overtime and/or expenses. The sponsoring Federal agency and State or Local agency will be notified in writing on the status of the request. Any supplemental funding will be contingent upon availability of funds.

OCDETF Agreement for Fiscal Year 2013

A reimbursement request will not be deemed "submitted" unless it is completely and accurately prepared. Reimbursement requests must be submitted within 30 days of overtime worked. The requests must be approved and signed by the sponsoring Federal agency prior to being forwarded to the U.S. Attorney's office. All requests without the proper signatures will be returned. Approved funds that do not have properly submitted reimbursement requests submitted on a timely basis will be de-obligated by the committee to meet other financial responsibilities.

The State or Local agency is responsible for ensuring and monitoring overtime payments. These payments may not, on an annual per person basis, exceed $17,202.25 (increased to 25% of a GS-12 Step 1 Federal salary rate in effect for fiscal year beginning October 2012). The field office of the sponsoring Federal agency and the sponsoring Agency Regional OCDETF Coordinator will also monitor these payments, as stated in section 13 of the agreement. Without approval from the Regional Coordination Group and the grant of a waiver from the OCDETF Executive Office in Washington D.C. an agency may not be reimbursed in excess of $25,000.00 on any OCDETF investigation in a given year.

Reimbursement requests which are not submitted for payment in a timely manner are subject to availability of funds.

If you have any questions, please do not hesitate to contact your sponsoring Agency Regional OCDETF Coordinator Tim Jung at 713-693-3333.

Very truly yours,

Kenneth Magidson
United States Attorney

Michael Wright
OCDETF Coordinator
Southwest Region

SEP 19 RECT

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
Agreement
FOR THE USE OF THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: **74-6000717** DC#: _____

Amount Requested: 10,000.00 ~~$ 14,000.00~~

Number of Officers Listed: **1**

From: **10/01/12** Beginning Date of Agreement

To: **09/30/13** Ending Date of Agreement

OCDETF Investigation / Strategic Initiative Number: **SW-TXS-0861**

Federal Agency Investigation Number: **M5-11-0144**

State or Local Agency Name and Address:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78540

State or Local Agency Narcotics Supervisor: **Sheriff Guadalupe Trevino**
Telephone Number: **956/383-8114**
E-mail Address: **Sheriff.trevino@hidalgoso.org**
Fax # (if applicable): **956/393-6179**

Sponsoring Federal Agency Group/Squad Supervisor: **GS Rudy Maldonado**
Telephone Number: **956/992-8427**
E-mail Address: **Rudy.maldonado@usdoj.gov**

Sponsoring Federal Agency(ies):
DEA

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local Agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Hector Sandoval, Grant Accountant

Telephone Number: 956/318-2511 Ext. 4674

E-mail Address: hector.sandoval@auditor.co.hidalgo.tx.us

Fax # (if applicable): 956/318-2577

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2013.

2. No individual Agreement with a State or Local department may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a monthly basis.

6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

11. Officers assigned to OCDETF Investigations or Strategic Initiatives must work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a Law Enforcement officer must work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.

13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.

14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.

17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.

19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

20. This Agreement may be terminated by any of the parties by written notice to the other parties ten (10) business days prior to termination. Billing for outstanding obligations shall be received by OCDETF within thirty (30) days of the notice of termination.

21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.

22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

MONTHLY ESTIMATES ARE NOW REQUIRED. ESTIMATE FOR THE CURRENT MONTH MUST BE SENT TO AGENCY COORDINATOR NO LATER THAN FIFTH (5th) BUSINESS DAY OF THE CURRENT MONTH.

Approved By:	**Guadalupe "Lupe" Trevino**	**Sheriff**	9-17-12
	Authorized State or Local Official	*Title*	*Date*
Approved By:	**Will R. Glaspy, ASAC**		9-17-12
	Sponsoring Federal Agency Special Agent in Charge or Designee		*Date*
Approved By:			10-2-12
	Sponsoring Agency Regional OCDETF Coordinator		*Date*
Approved By:			10-15-12
	Assistant United States Attorney Regional OCDETF Coordinator		*Date*

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified:

OCDETF Executive Office *Date*

Approving Official:

OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Agency: **Hidalgo County Sheriff's Office**

OCDETF Investigation / Strategic Initiative Number: **SW-TXS-0861**

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	**Jorge E. Alvarez**	**Senior Deputy I**	**07-09-1968**
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Addendum A

Definition of "Full-Time Participation" Exemption:

The Southwest Region Coordination Group includes in the definition of "full-time participation" as the State/Local Law Enforcement Officer working the same hours on the assigned investigations as that of the case agent. Some regular hours must be worked before overtime will be reimbursed.

Additionally, there will be exceptions for special circumstances for one-time events such as canine searches and aerial surveillance etc. **All special circumstances must be approved in writing via E-Mail by the Regional Coordination Group prior to use.** If special circumstances are not approved in advance, the exception may not be granted.

Addendum B

Identification of Additional Policy Requirements

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (Include State and Local Agency name as written on Agreement cover sheet)

Name: Hidalgo County Sheriff's Office
Address: 100 E. Cano, 3rd Floor, Edinburg, Texas 78539
Taxpayer ID Number: 746000717
Contact Person Name: Norma G. Garcia Telephone Number: 956/318-2506

FINANCIAL INSTITUTION INFORMATION

Bank Name: First National Bank
Nine-Digit ABA Routing Transit Number: 114921415
Depositor Account Number: 14009463
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
REIMBURSEMENT REQUEST FOR OVERTIME COSTS AND
AUTHORIZED EXPENSE / STRATEGIC INITIATIVE PROGRAMS
FOR STATE AND LOCAL LAW ENFORCEMENT PERSONNEL

Bar Code

DATE OF REQUEST: _____

STATE OR LOCAL FEDERAL TAX IDENTIFICATION #:

DC # (EXO use only): **M - 32 -**

SEND PAYMENT TO:

(State or Local Agency, Address, Zip Code)

ADMINISTRATIVE OR FINANCIAL STAFF CONTACT : _____

Telephone/E-mail: _____

OCDETF INVESTIGATION / STRATEGIC INITIATIVE NUMBER: - -

SPONSORING FEDERAL AGENCY INVESTIGATION NUMBER: _____

BILLING PERIOD FOR WHICH REIMBURSEMENT IS REQUESTED:

FROM _____ TO _____

AMOUNT REQUESTED: OVERTIME $ _____

AUTHORIZED EXPENSES $ _____

TOTAL $ _____

Total Number Of Officers Claiming Overtime: _____

Total Number of Overtime Hours Claimed for All Officers: _____

Total Number of Regular Hours Worked for All Officers: _____

In accordance with the executed State and Local Agreement, reimbursement is hereby requested for overtime and for authorized expense/Strategic Initiative programs of Law Enforcement officers from the above-named Agency. I hereby certify that cumulative overtime from all Federal sources, inclusive of this request; for each officer covered by this request does not exceed 25% of the current approved Federal salary rate in effect at the time the overtime was performed. I further certify that the funds requested are for overtime, travel, Strategic Initiative operation expenses, and per diem expenses incurred by the officer(s) identified in the Agreement for work on the cited OCDETF Investigation or Strategic Initiative, and that the State and Local officer(s) have been paid. NOTE: DIRECT PAYMENTS TO OFFICERS ARE NOT ALLOWED.

Certified: _____
Authorized State or Local Official — Title — Date

Certified: _____
Sponsoring Federal Agency Group/Squad Supervisor — Date

Approved: _____
Sponsoring Federal Agency Regional OCDETF Coordinator — Date

Approved: _____
Assistant United States Attorney Regional OCDETF Coordinator — Date

Approved for Payment: _____
OCDETF Executive Office — Date

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
AUTHORIZED OFFICERS OVERTIME LOG

OCDETF Investigation/Strategic Initiative Number: _____

State or Local Agency: _____

Current Billing Period: _____

Do not leave any columns blank; enter "0" for any columns with a non-applicable amount. The 'Totals' row of Columns A, B, D, and E must match the amounts listed on the Reimbursement Request.

Column Label	A	B	C	D	E	F	G	H
State or Local Employee Name	Number of Regular Hours Worked on case/ Strategic Initiative	Number of Overtime Hours Worked on case/ Strategic Initiative	Officer's Overtime Rate	Authorized Expenses Claimed for this billing period	OCDETF Overtime Amount Claimed for this billing period BxC=E	Other Federal Overtime Earned* to date this fiscal year **	Cumulative OCDETF Overtime Charged including this billing period this fiscal year**	Cumulative Overtime Charged from all Federal Sources this fiscal year ** F+G=H***
Totals								

*Other Federal Overtime Earned is overtime earned from ALL non-OCDETF Federal Sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.)

**Fiscal Year is from October 1st – September 30th

***This amount cannot exceed 25% of the current Federal salary rate in effect at the time the overtime was performed

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES
Agreement
FOR THE USE OF THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAM

Federal Tax Identification #: **74-6000717** DC#: _____

Amount Requested: **$ 14,000.00**

Number of Officers Listed: **1**

From: **10/01/12** Beginning Date of Agreement

To: **09/30/13** Ending Date of Agreement

OCDETF Investigation / Strategic Initiative Number: **SW-TXS-0861**

Federal Agency Investigation Number: **M5-11-0144**

State or Local Agency Name and Address:
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, Texas 78540

State or Local Agency Narcotics Supervisor: **Sheriff Guadalupe Trevino**
Telephone Number: **956/383-8114**
E-mail Address: **Sheriff.trevino@hidalgoso.org**
Fax # (if applicable): **956/393-6179**

Sponsoring Federal Agency Group/Squad Supervisor: **GS Rudy Maldonado**
Telephone Number: **956/992-8427**
E-mail Address: **Rudy.maldonado@usdoj.gov**

Sponsoring Federal Agency(ies): **DEA**

Please provide the name, telephone number, e-mail address, and fax number for the administrative or financial staff person at the State or Local Agency, who is directly responsible for the billings under this Reimbursement Agreement:

Name: Hector Sandoval, Grant Accountant

Telephone Number: 956/318-2511 Ext. 4674

E-mail Address: hector.sandoval@auditor.co.hidalgo.tx.us

Fax # (if applicable): 956/318-2577

This Agreement is between the above named State or Local Law Enforcement Agency and the Organized Crime Drug Enforcement Task Forces (OCDETF) Program. This Agreement shall be effective when signed by an authorized State or Local Agency official, the sponsoring Federal Agency Special Agent-In-Charge, the sponsoring Agency Regional OCDETF Coordinator, the Assistant United States Attorney Regional OCDETF Coordinator, and the OCDETF Executive Office.

1. It is agreed that the State or Local Law Enforcement officers named on this Agreement will assist in OCDETF Investigations, Strategic Initiatives and prosecutions as set forth in the Organized Crime Drug Enforcement Task Forces State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual, Fiscal Year 2013.

2. No individual Agreement with a State or Local department may exceed $25,000, and the cumulative amount of OCDETF State and Local overtime monies that may be expended on a single OCDETF Investigation or Strategic Initiative in a single fiscal year may not exceed $50,000 without express prior approval from the OCDETF Executive Office. The OCDETF Executive Office will entertain requests to exceed these funding levels in particular cases. Please submit a written request including justification approved by the AUSA Regional Coordinator to the OCDETF Budget Officer/Deputy Budget Officer when seeking to exceed the above stated funding levels.

3. Each Reimbursable Agreement will be allowed no more than six (6) modifications per year. In addition, if the funds for a particular Agreement are completely deobligated with the intention of closing that Agreement, it will not count as a modification for purposes of this policy. These amendments must be transmitted by a memorandum approved and signed by the AUSA Regional OCDETF Coordinator or designee for the region and sent to the OCDETF Executive Office.

4. If an Agreement does not have any activity during the last ninety (90) days, the funds shall automatically be deobligated. The OCDETF Executive Office will assist with the monitoring of the aging Agreements. Further, if a State or Local Agency indicates that it is no longer performing work under a particular Agreement, the State and Local Overtime and Authorized Expense/Strategic Initiative Programs, Policies and Procedures Manual requires that a modification memorandum identifying the amount to be deobligated be submitted to the OCDETF Executive Office as soon as possible after determining that no work is being performed.

5. The State and Local Law Enforcement Agency must provide billing estimates or activity on a monthly basis.

6. The State or Local Law Enforcement Agency agrees to provide experienced drug Law Enforcement officers who are identified in this Agreement to work on the specified OCDETF Investigation or Strategic Initiative. Any change in Law Enforcement officers assigned must be agreed to by all approving officials.

7. Officers who are not deputized shall possess no Law Enforcement authority other than that conferred by virtue of their position as a commissioned officer of their parent Agency.

8. Officers who are deputized may possess Federal Law Enforcement authority as specified by the Agency affording the deputation.

9. Any State or Local officers assigned to an OCDETF Investigation or Strategic Initiative in accordance with this Agreement are not considered Federal employees and do not take on the benefits of Federal employment by virtue of their participation in the Investigation or Strategic Initiative.

10. OCDETF and the sponsoring Federal Law Enforcement Agency(ies) for the approved OCDETF Investigation or Strategic Initiative will provide to the assigned State/Local officers the clerical, operational and administrative support that is mutually agreed to by the parties in this Agreement.

11. Officers assigned to OCDETF Investigations or Strategic Initiatives must work full-time on the Investigation(s) or Strategic Initiative(s) in order to be paid overtime. In order to satisfy the "full-time" requirement, a Law Enforcement officer must work forty (40) hours per week or eight (8) hours per day on a single or multiple OCDETF Investigation(s) or Strategic Initiative(s). Any established exceptions or waivers to this definition shall be requested by the Regional Coordination Group and attached as Addendum A to the Agreement. [The parent State or Local Agency must pay the base salary of its officers. In the event officers must work overtime on an OCDETF Investigation or Strategic Initiative, the OCDETF Program will reimburse the parent State or Local Law Enforcement Agency for a limited amount of those overtime costs.] The Agency is responsible for paying its Law Enforcement officer(s) for their overtime, travel and per diem expenses. To ensure proper and complete utilization of OCDETF overtime and expense allocations, reimbursement claims must be submitted monthly on the OCDETF Reimbursement Request Form. The OCDETF Executive Office may refuse payment on any reimbursement request that is not submitted to the OCDETF Regional Coordination Group within thirty (30) days of the close of the month in which the overtime was worked.

12. It is the responsibility of the State & Local Agency to retain and have available for inspection sufficient supporting documentation for all regular hours and overtime hours worked towards a specific OCDETF case. Officers' timesheets must reflect work towards a specific OCDETF case and must be reviewed and signed by an authorized State & Local official.

13. Analysis of reimbursement claims by the Regional Coordination Group may result in a modification of the obligation of funds contained within this Agreement as well as the time period covered. The Agency affected by any such modification will receive a memo notifying them of the changes.

14. Overtime payments, including all other non-OCDETF Federal sources (such as Safe Streets, HIDTA, IRS, ICE, FEMA, etc.) may not, on an annual per person basis, exceed 25% of the current approved Federal salary rate in effect at the time the overtime is performed. The State or Local Agency is responsible for ensuring that this annual payment is not exceeded. The Executive Assistant/OCDETF Program Specialist will monitor these payments via MIS and communicate to the Federal Agency Regional OCDETF Coordinators who provide status updates to any officer approaching the threshold.

15. The overtime log must be attached to the reimbursement request when submitting the monthly invoices. The Sponsoring Federal Agency Supervisory Special Agent and the State or Local official authorized to approve the Reimbursement Request must certify that only authorized expenses are claimed, the regular hours requirement is satisfied, and that overtime has not exceeded 25% of the current Federal salary rate in effect at the time the overtime was worked.

16. Under no circumstances will the State or Local Agency charge any indirect costs for the administration or implementation of this Agreement.

17. The State or Local Agency shall maintain complete and accurate records and accounts of all obligations and expenditures of funds under this Agreement for a period of six (6) years and in accordance with generally accepted accounting principles to facilitate inspection and auditing of such records and accounts.

18. The State or Local Agency shall permit examination and auditing by representatives of the OCDETF Program, the sponsoring Federal Agency(ies), the U.S. Department of Justice, the Comptroller General of the United States, and/or any of their duly-authorized agents and representatives, of any and all records, documents, accounts, invoices, receipts, or expenditures relating to this Agreement. Failure to provide proper documentation will limit State or Local Law Enforcement Agencies from receiving OCDETF funding in the future.

19. The State or Local Agency will comply with Title VI of the Civil Rights Act of 1964 and all requirements applicable to OCDETF Agreements pursuant to the regulations of the Department of Justice (see, e.g., 28 C.F.R. Part 42, Subparts C and G; 28 C.F.R. 50.3 (1991)) relating to discrimination on the grounds of race, color, sex, age, national origin or handicap.

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21. The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). In accordance with the act, all OCDETF reimbursement payments will be issued via EFT. All participating State and Local Agencies must complete and submit the attached EFT form. The OCDETF Executive Office must receive one EFT form from each participating Agency or police department prior to processing their reimbursement payments. In certain circumstances the OCDETF Executive Office may make exceptions for Agencies that are unable to accept this form of payment, however, such Agencies must include written justification in the addendum of each new Agreement.

22. All changes made to the original Agreement must be approved by the OCDETF Executive Office and initialed by the Executive Assistant/OCDETF Program Specialist of the Regional Coordination Group making the revision. The AUSA Regional OCDETF Coordinator or designee must initial all funding changes.

23. The Regional Coordination Group is responsible for identifying and implementing any additional policy requirements, as needed, for its specific region. Those regional policies will be documented in the Addendum B and attached to the approved Agreement. The Agencies are agreeing to adhere to these additional requirements and must have written approval by the Regional Coordination Group for any exceptions to the regional policies.

This Agreement is not a contract or obligation to commit Federal funds in the maximum amounts projected. Funding allocations for the time period set forth and agreed to herein represent projections only and are based upon consultation between the sponsoring Federal Agency and the State or Local Law Enforcement Agency. They are, therefore, subject to modification by OCDETF based upon the progress and needs of the OCDETF Investigation or Strategic Initiative. Additionally, resources are contingent upon the availability of funds per the approval and signature of the OCDETF Executive Office obligating authority. The OCDETF Executive Office will approve and certify that all the terms and conditions of the Agreement have been met.

MONTHLY ESTIMATES ARE NOW REQUIRED. ESTIMATE FOR THE CURRENT MONTH MUST BE SENT TO AGENCY COORDINATOR NO LATER THAN FIFTH (5th) BUSINESS DAY OF THE CURRENT MONTH.

Approved By: **Guadalupe "Lupe" Trevino** **Sheriff** 9-17-12
Authorized State or Local Official *Title* *Date*

Approved By: **Will R. Glaspy, ASAC** 9-17-12
Sponsoring Federal Agency Special Agent in Charge or Designee *Date*

Approved By: _____
Sponsoring Agency Regional OCDETF Coordinator *Date*

Approved By: _____
Assistant United States Attorney Regional OCDETF Coordinator *Date*

Funds are encumbered for the State/Local Agency overtime costs and authorized expense/Strategic Initiative Programs specified above. **Subject to availability of funds.**

Funds Certified: _____
OCDETF Executive Office *Date*

Approving Official: _____
OCDETF Executive Office *Date*

ORGANIZED CRIME DRUG ENFORCEMENT TASK FORCES

STATE OR LOCAL LAW ENFORCEMENT OFFICERS ASSIGNED TO PARTICIPATE IN THE STATE AND LOCAL OVERTIME AND AUTHORIZED EXPENSE/STRATEGIC INITIATIVE PROGRAMS

State or Local Agency: **Hidalgo County Sheriff's Office**

OCDETF Investigation / Strategic Initiative Number: **SW-TXS-0861**

The Law Enforcement officers listed below will assist with the above identified OCDETF Investigation or Strategic Initiative. Any modification of the list of Law Enforcement officers must be agreed to in writing by all of the parties to this Agreement, made a part of the Agreement, and forwarded to the OCDETF Executive Office.

	NAME	TITLE/RANK	DOB
1.	**Jorge E. Alvarez**	**Senior Deputy I**	**07-09-1968**
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

Addendum A

Definition of "Full-Time Participation" Exemption

Any Other Exceptions or Justifications

Addendum B

Identification of Additional Policy Requirements

ACH VENDOR/MISCELLANEOUS PAYMENT ENROLLMENT FORM

PAYEE/COMPANY INFORMATION (Include State and Local Agency name as written on Agreement cover sheet)

Name: Hidalgo County Sheriff's Office
Address: 100 E. Cano, 3rd Floor, Edinburg, Texas 78539
Taxpayer ID Number: 746000717
Contact Person Name: Norma G. Garcia Telephone Number: 956/318-2506

FINANCIAL INSTITUTION INFORMATION

Bank Name: First National Bank
Nine-Digit ABA Routing Transit Number: 114921415
Depositor Account Number: 14009463
Type of Account: (checking/savings) Checking

Please return with the Reimbursable Agreement

The Debt Collection Improvement Act of 1996 requires that most payments made by the Federal government, including vendor payments, must be made by electronic funds transfer (EFT). A benefit of receiving payments by EFT is that your funds are directly deposited to your account at a financial institution and are available to you on the date of payment.

If you have any question regarding the delivery of remittance information, please contact the financial institution (bank) where your account is held.

If you have any question on the completion of this form, please contact the OCDETF State and Local EFT Coordinator at 202-514-1860

To inquire about a bill please contact: https://www.ipp.gov/

DATE: May 28, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: DBM for Sheriff's Office OCDETF

ACCOUNT NUMBER: 3-1284-421-00-280-064-3-XXX

Contact Person: Ivan Cantu Ph#: (956) 292-7025 ext. 5425

2013
Unappropriation

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
3-1284-421-00-280-064-3- 131	OCDETF SW-TXS-0861-	Overtime Pay	(1,000.00)
3-1284-331-12-280-064-3- 000	*OCDETF SW-TXS-0861-*	*Revenues*	*(1,000.00)*
		TOTAL BUDGET INCREASE (DECREASE)	**(1,000.00)**

REASON: Unappropriation of funds in order to comply with amended Overtime Agreement between OCDETF and Hidalgo Co. Sheriff's Office.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-38917 **Budget and Management 18. A. 2.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Auditor's Office **Submitted By:** Erika Zamora, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

General Fund & Special Revenue Funds:
a. Approval of certification of revenues, as certified by the County Auditor, for 2012 capital lease expenditures.
b. Approval of 2012 appropriation of revenues and expenditures in the total amount of $141,500.37 to fund capital lease expenditures (agreements) for various departments.

BACKGROUND

Budget Amendment was submitted by the Auditor's Office, attached.

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** G/F & Special Revenue

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

BUDGETARY IMPACT:

Approval of 2012 appropriation of revenues and expenditures in the total amount of $141,500.37 to fund capital lease expenditures(agreements) for various departments.

Attachments

Certification of Revenue

BA

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/23/2013 11:57 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Erika Zamora Started On: 05/22/2013 03:23 PM

Final Approval Date: 05/24/2013

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

May 21, 2013

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable Joel Quintanilla, Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.07075 SPECIAL BUDGET FOR REVENUE RECEIVED AFTER START OF FISCAL YEAR:

> The county auditor shall certify to the commissioners court the receipt of revenue from a new source not anticipated before the adoption of the budget and not included in the budget for that fiscal year. On certification, the court may adopt a special budget for the limited purpose of spending the revenue for general purposes or for any of its intended purposes.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the revenue from other financing sources for capital leases in the amount of $141,500.37 for various departments. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

5/21/13
Date

HIDALGO COUNTY DISTRICT JUDGES

RICARDO P. RODRIGUEZ, JR. JUDGE, 92ND D.C. | RODOLFO DELGADO JUDGE, 93RD D.C. | J. R. "BOBBY" FLORES JUDGE, 139TH D.C. | ROSE GUERRA REYNA JUDGE, 206TH D.C. | JUAN R. PARTIDA JUDGE, 275TH D.C. | MARIO E. RAMIREZ, JR. JUDGE, 332ND D.C. | NOE GONZALEZ JUDGE, 370TH D.C. OVERSEER | LETICIA LOPEZ JUDGE, 389TH D.C. | AIDA SALINAS FLORES JUDGE, 398TH D.C. | ISRAEL RAMON, JR. JUDGE, 430TH D.C. | JESSE CONTRERAS JUDGE, 449TH D.C.

DATE: MAY 10, 2013

DEPARTMENT HEAD: RAY EUFRACIO, CPA, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: HIDALGO COUNTY AUDITOR'S OFFICE

ACCOUNT NUMBER: 2-XXXX-XXX-XX-XXX-XXX-X-XXX

SUBJECT: Interfund transfer(s) (Increases(decrease)) in Accordance with Local Government Code, Chapter 111, Subchapter C

Honorable Commissioners' Court of Hidalgo County:

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

	INCREASE OBJECT NUMBER(S)	ACCOUNT (OBJECT) NAME		AMOUNT
1.	2-1100-412-00-003-001-0-780	139TH DC-CAPITAL LEASES	KBM-549293	$ 3,628.45
	2-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		3,628.45
2.	2-1100-412-00-009-003-0-780	INDIGENT DEFENSE-CAPITAL LEASES	LNX-631521	7,062.26
	2-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		7,062.26
3.	2-1282-412-30-085-004-2-780	PUBLIC DEFENDER'S JUV SECT-CAPITAL LEASE		199.35
	2-1282-393-70-085-004-2-000	OTHER FINANCING SOURCES-CAPITAL LEASES		199.35
	2-1282-412-30-085-004-3-780	PUBLIC DEFENDER'S JUV SECT-CAPITAL LEASE		7,328.18
	2-1282-393-70-085-004-3-000	OTHER FINANCING SOURCES-CAPITAL LEASES	XEH-799421	7,328.18
4.	2-1247-412-50-100-001-0-780	LAW LIBRARY-CAPITAL LEASES	DGA-32126	6,210.84
	2-1247-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,210.84
5.	2-1100-466-00-124-077-0-780	PCT4 CRC-CAPITAL LEASES	XEH-804063	6,117.87
	2-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		6,117.87
6.	2-1100-415-18-160-001-0-780	PURCHASING-CAPITAL LEASES	XKP-065112	20,135.32
	2-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		20,135.32
7.	2-1100-444-00-240-001-0-780	HUMAN SERVICES-CAPITAL LEASES	XEL-563611	12,564.61
	2-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		12,564.61
8.	2-1100-421-00-294-001-0-780	CONSTABLE PCT.4-CAPITAL LEASES	XKK-415666	10,234.66
	2-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		10,234.66
9.	2-1100-423-60-330-002-0-780	JUV PROB-CAPITAL LEASES	XEL-565450	12,778.71
	2-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		12,778.71
10.	2-1100-441-00-340-001-0-780	HEALTH ADM-CAPITAL LEASES	RFX-353771	38,815.48
	2-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		38,815.48
11.	2-1292-441-00-350-001-2-780	WIC ADM-CAPITAL LEASES	GPQ-55001	8,188.33
	2-1292-393-70-350-001-2-000	OTHER FINANCING SOURCES-CAPITAL LEASES		8,188.33
	2-1292-441-00-350-001-3-780	WIC ADM-CAPITAL LEASES		708.78
	2-1292-393-70-350-001-3-000	OTHER FINANCING SOURCES-CAPITAL LEASES		708.78
12.	2-1100-461-00-380-001-0-780	TX AGRILIFE EXT-CAPITAL LEASES	XEH-797073	7,527.53
	2-1100-393-70-000-000-0-000	OTHER FINANCING SOURCES-CAPITAL LEASES		7,527.53
	TOTAL BUDGET INCREASE REQUEST			**$ 141,500.37**

REASON: TO APPROPRIATE FOR CAPITAL LEASE AGREEMENTS APPROVED BY ON COMMISSIONERS' COURT ON VARIOUS DATES AND TO ESTIMATE REVENUES FOR THE SAME AMOUNT.

There are no areas in my current budget to reduce in order to fund the above mentioned item's.

DEPARTMENT HEAD SIGNATURE

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

AI-38801 **Budget and Management 18. B.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Rolando Garcia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Precinct No.1
1. Approval of certification of revenues, as certified by the County Auditor, for proceeds from the sale of assets by Precinct No.1 to Drainage District#1

2. Approval of 2013 appropriation(s) of funds from the proceeds of sale of assets by Precinct No.1 in the total amount of $874,424.00

BACKGROUND

Refer to AI-38572 CC 05/07/13 for the Surplus and Order of Sale.

Fiscal Impact

FISCAL YEAR: 13 **ACCT. #:** Various

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

BUDGETARY IMPACT:

Revenues available for General Fund (1100) and RD Maint (1200) as evidenced by county receipt# 165200

Attachments

Receipt
1
2
3

Form Review

Inbox	Reviewed By	Date
Roland Garcia (Originator)	Rolando Garcia	05/24/2013 01:14 PM
Budget & Management	Obdett Calzada	05/24/2013 02:20 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Rolando Garcia Started On: 05/15/2013 04:21 PM

Final Approval Date: 05/24/2013

OFFICIAL HIDALGO COUNTY RECEIPT
OFFICE OF THE COUNTY TREASURER
NORMA G. GARCIA

Receipt No: 165200

Received From: DD#1 GEN.FUND RE: ASSET ACQUISITION Date 05/22/13

1	000014177	GEN FUND-SALE OF CAPITAL ASSETS	3-1100-392-10-000-000-0-000	144,776.00
2	000014177	R&B CO WIDE SALE OF CAPITAL ASSETS	3-1200-392-10-000-000-0-000	729,648.00

Total: 874,424.00

Check Total	874,424.00
Cash Total	.00
Credit Total	.00
Other Total	.00

DATE: May 23, 2013

2013
Appropriation

DEPARTMENT HEAD: Raul Lozano, Chief Administrator

DEPARTMENT NAME: Tax Notes, 2007 (1302)

ACCOUNT NUMBER: 3-1X0X-XX1-0X-XXX-XXX-0-XXX

Contact Person: Rolando Garcia **Ph#** 956-292-7025 x.5761

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-491-01-000-302-0-891	TRANSFERS OUT-TAX NOTES,2007	92,376.00
3-1302-391-01-000-100-0-000	TRANSFERS IN-GENERAL FUND	92,376.00
3-1302-431-00-121-033-0-741	PCT1-VEHICLES	92,376.00
3-1100-392-10-000-000-0-000	GEN FUND-SALE OF CAPITAL ASSETS	92,376.00
	TOTAL BUDGET INCREASE (DECREASE)	92,376.00

REASON: Appropriation of funds from proceeds of Sale of Assets from Precinct No.1 to DD No.1 for anticipated expenditures of vehicles. (AI-38801)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

DATE: May 23, 2013

2013
Appropriation

DEPARTMENT HEAD: Raul Lozano, Chief Administrator

DEPARTMENT NAME: Precinct No.1-Sanitation & Parks (1100)

ACCOUNT NUMBER: 3-1100-432-00-121-0XX-0-7XX

Contact Person: Rolando Garcia **Ph#** 956-292-7025 x.5761

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-432-00-121-001-0-741	PCT1 SANITATION-VEHICLES	6,888.00
3-1100-432-00-121-001-0-742	PCT1 SANITATION-HEAVY EQUIPMENT	25,500.00
3-1100-452-00-121-013-0-748	PCT1 PARKS-OTHER EQUIPMENT	20,012.00
3-1100-392-10-000-000-0-000	GEN FUND-SALE OF CAPITAL ASSETS	52,400.00
	TOTAL BUDGET INCREASE (DECREASE)	52,400.00

REASON: Appropriation of funds from proceeds of Sale of Assets from Precinct No.1 to DD No.1 for anticipated expenditures of equipment and vehicles. (AI-38801)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

DATE: May 23, 2013

2013
Appropriation

DEPARTMENT HEAD: Raul Lozano, Chief Administrator

DEPARTMENT NAME: Precinct No.1-RD MAINT (1200)

ACCOUNT NUMBER: 3-1200-431-00-121-005-0-XXX

Contact Person: Rolando Garcia **Ph#** 956-292-7025 x.5761

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
3-1200-431-00-121-005-0-742	PCT1 RD MAINT-HEAVY EQUIPMENT	559,648.00
3-1200-431-00-121-005-0-626	PCT1 RD MAINT-GASOLINE/DIESEL	120,000.00
3-1200-431-00-121-005-0-672	PCT1 RD MAINT-EQUIP & VEH R&M SUPPLIES	50,000.00
3-1200-392-10-000-000-0-000	R&B CO WIDE-SALE OF CAPITAL ASSETS	729,648.00
	TOTAL BUDGET INCREASE (DECREASE)	729,648.00

REASON: Appropriation of funds from proceeds of Sale of Assets from Precinct No.1 to DD No.1 for anticipated expenditures of equipment and related. (AI-38801)

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-38570 **Purchasing Department 19. A. 3.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County-Traffic Road Signs and Other Related Misc. Equip. RFB No. 2013-013-04-10-SMA.

BACKGROUND

1. Recommended vendor: Delta Specialty Signs & Supply
2. Current Contract expires: 06/20/2013.
3. New Contract to commence: 06/21/13
4. Legal Counsel reviewed Contract Document

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

3-1100-419-40-220-001-0-613
3-1200-431-00-124-007-0-613
3-1200-431-00-123-005-0-679
3-1200-431-00-121-005-0-613/679
3-1200-431-00-122-006-0-613/679
3-1100-421-00-280-001-0-679

Attachments

Depts recommendation, Participation, Tabulation

contract

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/08/2013 08:45 AM
Budget & Management	Angela Garcia	05/08/2013 02:16 PM
Manuel Chapa	Angela Garcia	05/08/2013 02:16 PM
Auditor's Office	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Sandra Montalvo Started On: 05/01/2013

Final Approval Date: 05/24/2013

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

RECEIVED
APR 18 2013
By

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: April 17, 2013

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. -2013-013-04-10-SMA- Hidalgo County (ALL FUNDING SOURCES) TRAFFIC ROAD SIGNS & OTHER RELATED MISC. EQUIPMENT

We have received three (3) bid responses to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **April 26, 2013 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 3-1100-419-40-220-001-0-613

Recommendations/Concerns:

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

	Daniel Flores	220	4/18/20
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

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

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: April 17, 2013

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. -2013-013-04-10-SMA- Hidalgo County (ALL FUNDING SOURCES) TRAFFIC ROAD SIGNS & OTHER RELATED MISC. EQUIPMENT

We have received three **(3) bid responses** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **April 26, 2013 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☑ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 3-1200-431-00-121-005-0-613679

Recommendations/Concerns:
Recommend Delta specialties supply

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

	RAUL LOZANO	Pct. 1	4/24/13
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

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

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: April 17, 2013

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. -2013-013-04-10-SMA- Hidalgo County (ALL FUNDING SOURCES) TRAFFIC ROAD SIGNS & OTHER RELATED MISC. EQUIPMENT

We have received three **(3) bid responses** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **April 26, 2013 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☐ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 3-1200-431-00-123-005-0-679 and 1100 funds

Recommendations/Concerns:
Delta Specialties Supply

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

	Joe M. Flores	Precinct #3	4/26/13
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

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

MEMORANDUM

(Department's Recommendation)

TO: **ALL DEPARTMENT HEAD AND/OR ASSIGN PERSONAL**

FROM: Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

DATE: April 17, 2013

RE: **BID AWARD RECOMMENDATION/CONCURRENCE REQUEST**
Bid No. -2013-013-04-10-SMA- Hidalgo County (ALL FUNDING SOURCES) TRAFFIC ROAD SIGNS & OTHER RELATED MISC. EQUIPMENT

We have received three **(3) bid responses** to the above mentioned project.. Refer to enclosed copy of the bid tabulation sheet for your review and recommendation/non-recommendation. Please advice if you wish to proceed with this bid to award or do you wish to reject and re-advertise?

We would like to present your recommendation on the next Commissioner's Court Meeting: therefore, we need your response **April 26, 2013 @ 10:00 a.m. or if possible earlier.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department via fax to (956) 318-2629 or via email to: **sandra.montalvo@co.hidalgo.tx.us**

☒ **APPROVE** ☐ **DISAPPROVE and/or REJECT**

BUDGET ACCOUNT#: 3-1200-431-00-124-007-0-613

Recommendations/Concerns:

n/a Lowest Bid.

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4865. Thank you for your attention and cooperation to this matter.

	Roman Rodriguez	Road & Bridge	4/24/13
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG

DEPARTMENT/BID DESCRIPTION: ***HIDALGO COUNTY*** *(All Sources, Programs and Entities)* ***"TRAFFIC ROAD SIGNS & MISC. EQUIPMENT"***

BID OPENING DATE: APRIL 10, 2013 | **BID OPENING TIME: 9:30 A.M**

BID NO: 2013-013-04-10-SMA | **BUYER: Sandra Montalvo**

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1) I-DECAL SIGN COMPANY **ATTN: Kristine Dacallos**	EMR	Sandra Montalvo	03/26/13	Address: 322 N. Conway Mission, TX 78572 Office Phone: 956-580-0800 Fax: 956-580-0999 Email: idecal@sbcglobal.net
2) DELTA SPECIALTIES SIGNS & SUPPLY Attn: Maggie Pena	e-mail	Sandra Montalvo	03/26/13	10205 E. Hwy 107 Edinburg, TX 78542 Ph: 956-316-1626 Fx: 956-318-1316 **www.deltasignsupply.com** maggie@deltasignsupply.com
3) CUSTOM PRODUCTS CORP. Attn: Heidi McGee	EMR	Sandra Montalvo	03/26/13	PO Box 54091 Jackson, MS. 39288 P# 800-367-1492 Toll Free: (800)367-1492 ext. 214 Direct: (601)933-8276 Fax: (800) 206-3444 Direct Fax : (888)847-4064 heidi@cpcsigns.com
4) NIPPON CARBIDE INDUSTRIES (USA) INC. Attn: Maria Suarez	EMR	Sandra Montalvo	03/26/13	12981 East Florence Avenue Santa Fe Springs, CA 90670 (562)777-1810 X23 msuarez@nikkalite.com
5) PATHMARK TRAFFIC PRODUCTS Attn: Danielle Hale	e-mail	Sandra Montalvo	03/26/13	P.O. Box 1066 4435 Hunter Road San Marcos ,TX 78666 P# 800-547-0874 F800)352-2092 sales@pathmark.net Danielle@pathmark.net
6) PRIME VENDOR INC. attn: Jessica Munoz	EMR	Sandra Montalvo	03/26/13	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 Email: bids20@prime-vendor.com
7) ROCAL, INC attn: Stephanie Cottrell	EMR	Sandra Montalvo	03/27/13	3186 CR 550 Frankfort, OH 45628 740-998-2122 ext 129 740-998-2073 fax bids@rocal.com
8) US STANDARD SIGN CO. Attn: Sean Fallon	EMR	Sandra Montalvo	03/27/13	11400 W Addison Ave Franklin Park, IL 60131 toll free: 800-537-4790 | main: 847-455-7446 fax: 847-455-3330 email: sean@usstandardsign.com | web: www.usstandardsign.com
9) VIRTUAL BUILDERS EXCHANGE Attn: Sarrah Hearn	EMR	Sandra Montalvo	03/27/13	(210) 564-6900 Ext. 105 (210) 564-6902 Fax San Antonio, Tx sarrah@virtualbx.com

10) SIGNO TECH Atnn: Sylvie Racine	EMR	Sandra Montalvo	03/27/13	Anjou, Montreal (Quebec) *Tél. : (514)253-6400* *Fax: (514)253-6401*
11) MD SOLUTIONS **Attn: Neil Louy**	EMR	Sandra Montalvo	04/02/13	8225 Estates Parkway Plain City, OH 43064 614.873.2222 614.873.2220 fax www.md-signs.com
12) STROUD SAFETY APPAREL Attn: Zuri Robles	EMR	Sandra Montalvo	04/05/13	888-341-5831 zuri@stroudsafetyapparel.com
13) ALLIED TUBE & CONDUIT Attn: Ron Kress	EMR	Sandra Montalvo	04/05/13	rkress@atknore.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL REQUEST (EMR)

HIDALGO COUNTY PURCHASING DEPARTMENT
ACCEPTANCE/TABULATION SHEET

DEPARTMENT/BID DESCRIPTION: ***HIDALGO COUNTY (All Sources, Programs and Entities) "TRAFFIC ROAD SIGNS & MISC. EQUIPMENT"***

BID OPENING DATE: APRIL 10, 2013 | **BID OPENING TIME: 9:30 A.M**

BID NO: 2013-013-04-10-SMA | **BUYER: Sandra Montalvo**

	NAME OF COMPANY	ACKNOWLEDGE RECEIPT
1)	PATHMARK TRAFFIC PRODUCTS, San Marcos , Texas	√ Did Not Meet Specifications/Requirements and submitted Incomplete Response
2)	DELTA SPECIALTIES SUPPLY, Edinburg, Tx	√
3)	STROUD SAFETY APPAREAL, Stroud Oklahoma	√ Did Not Meet Specifications/requirements
4)		
5)		
6)		

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT/BID DESCRIPTION: *HIDALGO COUNTY (All Sources, Programs and Entities) "TRAFFIC ROAD SIGNS & MISC. EQUIPMENT"*

BID OPENING DATE: APRIL 10, 2013 | **BID OPENING TIME:** 9:30 A.M

BID NO: 2013-013-04-10-SMA | **BUYER:** Sandra Montalvo

REGULARTORY SIGNS
(NIGP Code: 801-40)

PARTICIPATING VENDOR(S)

DELTA SPECIALTY SUPPLY
Edinburg , Texas

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	STOP SIGN	R1-1	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
2.	YIELD SIGN	R1-2	30x30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
3.	TO ONCOMING TRAFFIC	R1-2ap	24x18	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			36x30	$38.63	$45.26	$69.15	$27.04	$31.68	$48.40
			48x36	$61.38	$71.99	$110.21	$49.49	$56.91	$83.71
4.	TO RAMP	R1-2bTP	21x15	$10.43	$12.64	$20.61	$7.30	$8.84	$14.42
			30x24	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
5.	TO TRAIN	R1-2cTP	21x15	$10.43	$12.64	$20.61	$7.30	$8.84	$14.42
			30x24	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
6.	ALL WAY	R1-3P	18x6	$3.61	$4.27	$6.66	$2.52	$2.98	$4.66
7.	YIELD HERE TO PEDESTRIANS (Symbol)	R1-5L(R)	36x36	$49.95	$57.90	$86.55	$35.00	$40.55	$60.75
8.	YIELD HERE TO PEDESTRIANS (Text)	R1-5aL(R)	18x24	$14.55	$17.25	$26.75	$10.18	$12.07	$18.75
			30x42	$49.95	$57.95	$86.55	$35.00	$40.55	$60.75
			36x48	$66.25	$76.85	$115.05	$46.37	$53.79	$80.53
9.	SPEED LIMIT	R2-1	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			30x36	$38.63	$45.26	$69.15	$27.04	$31.68	$48.40
			36x48	$70.70	$81.30	$119.59	$49.49	$56.91	$83.71
			48x60	$143.85	$216.32	$280.00	$100.70	$151.45	$196.00
10.	TRUCK SPEED LIMIT	R2-2	24X24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
11.	NO RIGHT TURN (SYMBOL)	R3-1	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$25.05
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
12.	NO LEFT TURN (SYMBOL)	R3-2	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
13.	NO TURNS	R3-3	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
14.	DO NOT PASS	R4-1	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
15.	SLOWER TRAFFIC KEEP RIGHT	R4-3	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
16.	TRUCKS USE RIGHT LANE	R4-5	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
17.	TRUCK LANE 500 FT	R4-6	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
18.	TRAFFIC KEEP RIGHT ARROW (Symbol)	R4-7	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
			24x.30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.64
19.	TRAFFIC KEEP LEFT (Symbol)	R4-8	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
			24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.64
20.	DO NOT ENTER	R5-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
21	WRONG WAY- (Red Back, White	R5-1a	30x18	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55

	Text)		36x24	$25.04	$30.32	$49.43	$17.52	$21.22	$34.60
			42x30	$46.50	$54.25	$82.95	$32.55	$37.97	$58.06
			48x36	$52.50	$63.11	$101.33	$36.75	$44.17	$70.93
22.	NO TRUCKS	R5-2	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
23.	ONE WAY (LEFT OR RIGHT)	R6-1R(L)	36x12	$12.65	$15.31	$24.86	$8.85	$10.71	$17.40
			54x18	$32.40	$38.99	$62.90	$22.68	$27.29	$44.03
24.	ONE WAY (left or right) w/ arrow	R6-2R(L)	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
			24x30	$22.04	$26.44	$42.38	$15.42	$18.52	$29.64
			30x36	$32.36	$38.99	$62.89	$22.65	$27.29	$44.02
			36x48	$52.50	$63.11	$101.33	$36.75	$44.17	$70.93
			48x60	$141.40	$162.65	$239.10	$98.98	$113.85	$167.37
25.	DIVIDED HIGHWAY	R6-3	30x24	$22.04	$26.44	$42.38	$15.42	$18.52	$29.64
			36x30	$38.63	$45.26	$69.15	$27.04	$31.68	$48.40
26.	NO PARKING ANY TIME W/ ARROW	R7-1 (L,R,DBL)	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
27.	NO PARKING 8:30AM TO 5:30PM W/ ARROW	R7-2 (L,R,DBL)	12X18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
28.	HANDICAP PARKING	R7-8	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
29.	HANDICAP PARKING W/ ARROW (R,L,DBL)(green/white)	R7-8A	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
30.	HANDICAP PARKING (blue / white)	R7-8B	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
31.	VAN ACCESSIBLE (green & white)	R7-8P	12x6	$2.46	$2.90	$4.50	$1.72	$2.03	$3.15
			18x9	$5.26	$6.24	$9.83	$3.68	$4.36	$6.88
32.	NO PARKING BUS STOP W/ ARROW	R7-107 (R,L,DBL)	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
			12x30	$10.45	$12.65	$20.65	$7.31	$8.85	$14.45
33.	NO PARKING BUS STOP SYMBOLS	R7-107A (R,L,DBL)	12x30	$10.45	$12.65	$20.65	$7.31	$8.85	$14.45
34.	NO PARKING ON PAVEMENT (OR VARIATION)	R8-1	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
35.	NO PARKING	R8-3	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
			24x30	$22.04	$26.44	$42.38	$15.42	$18.52	$29.64
36.	NO PARKING (SYMBOL)	R8-3A	36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
37.	EMERGENCY PARKING ONLY	R8-4	30x24	$22.04	$26.44	$42.38	$15.42	$18.52	$29.64
38.	DO NOT STOP ON TRACKS	R8-8	30x24	$22.04	$26.44	$42.38	$15.42	$18.52	$29.64
39.	NO PEDESTRIAN CROSSING (variations)	R9-3	12x18	$7.65	$8.99	$13.75	$5.35	$6.29	$9.62
40.	NO PEDESTRIAN CROSSING SYMBOL (VARIATIONS)	R9-3A	18x18	$9.57	$11.50	$18.66	$6.69	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
41.	CROSSWALK SIGNS (variations)	R10-1	12x18	$7.65	$8.99	$13.75	$5.35	$6.29	$9.62
42.	PUSH BUTTON FOR CROSSWALK W/ ARROW	R10-4bR(L)	9x12	$6.52	$7.84	$12.63	$4.56	$5.48	$8.84
43.	LEFT ON GREEN ARROW ONLY	R10-5	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
44.	STOP HERE ON RED W/ ARROW	R10-6	24x36	$25.02	$30.32	$49.43	$17.51	$21.22	$34.60
45.	DO NOT BLOCK INTERSECTION	R10-7	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
46.	PROTECTED LEFT ON GREEN ARROW	R10-9T	18x12	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
			36x24	$25.02	$30.36	$17.51	$34.60	$21.22	$34.60
47.	Left Or Right Turn Signal	R10-10L(R)	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
48.	No Turn On Red	R10-11	18x24	$14.55	$17.25	$26.75	$10.18	$12.07	$18.72
49.	Left Turn Yield On Green	R10-12	24x30	$24.25	$28.50	$44.50	$16.97	$19.95	$31.15
50.	Road Closed	R11-2	48x30	$51.25	$60.25	$91.87	$35.87	$42.17	$64.30
51.	Bridge Closed	R11-2aT	48x30	$51.25	$60.25	$91.87	$35.87	$42.17	$64.30
52.	Road Closed to Thru Traffic	R11-4	60x30	$66.15	$77.55	$118.75	$46.30	$54.28	$83.12
53.	Weight Limit Xx Tons	R12-1	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
54.	2 Hr Parking W/ Time (Or Variation)	R7-18 (DBL,R, L)	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
55.	No Dumping Allowed	R19-5	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
56.	Obey Warning Signs State Law	R20-3T	48x42	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
57.	Traffic Fines Double (Plaque, White Back, Black Text)...	R20-5T	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
	When Workers Are Present	R20-5ATP	24x12	$9.25	$10.95	$17.35	----	-----	----
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66

58.	Tow Away Zone (Text Or Symbol)	R7-201P (aP)	12x6	$2.46	$2.90	$4.50	$1.72	$2.03	$3.15
59.	Street Name Signs (legend to be on both sides)		6x18	$7.65	$8.95	$13.95	$5.35	$6.26	$9.76
			6x24	$10.50	$11.99	$18.25	$7.35	$8.39	$12.77
			6x30	$12.85	$15.15	$22.95	$8.99	$10.60	$16.06
			6x36	$13.00	$17.95	$27.50	$9.10	$12.56	$19.95
			12X6	$5.50	$6.75	$9.95	$3.85	$4.72	$6.96
			12X9	$13.25	$15.75	$25.50	$9.27	$11.02	$17.85
			18x6	$7.50	$8.75	$13.50	$5.25	$6.12	$9.45
			18x9	$10.65	$12.50	$19.85	$7.45	$8.75	$13.89
			24x6	$8.85	$10.75	$17.00	$6.19	$7.52	$11.90
			24x9	$13.00	$15.75	$25.25	$9.10	$12.56	$19.25
			30x6	$10.95	$13.25	$21.25	$7.66	$9.27	$14.87
			30x9	$16.10	$19.45	$27.50	$11.27	$13.61	$19.25
			36x6	$13.10	$15.75	$25.26	$9.17	$11.02	$17.68
			36x9	$19.25	$23.25	$32.85	$13.47	$16.27	$22.99
			48x9	$25.50	$30.70	$39.50	$17.85	$21.49	$27.65

WARNING SIGNS (NIGP Code: 801-83)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	DELINEATOR (Left Or Right)	H1-1L(R)	12x36	$12.65	$15.31	$24.86	$8.85	$10.71	$7.40
2.	CAUTION DEAF CHILD AT PLAY (yellow back, black text)	N-8	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
3.	SLOW (yellow back, black text)	N-11	24x24	$16.66	$20.19	$32.93	$11.60	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
4.	DEAF CHILD AREA –(yellow back, black text)	N-12	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
5.	CAUTION	N-17	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
6.	NEIGHBORHOOD WATCH	CW-G-120RA5	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
7.	CURVE SYMBOL–(sharp right or left)	W1-1R(L)	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$168.35	$66.66	$76.57	$112.24
8.	CURVE SYMBOL- (left or right)	W1-2R(L)	18x18	$9.51	$11.50	$13.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
9.	CURVE SYMBOL –(sharp left, sharp right)	W1-3R (L)	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
10.	ARROW SYMBOL –(left or right)	W1-6R(L)	24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x24	$40.98	$48.05	$73.53	$28.68	$33.63	$51.47
			60x30	$66.15	$77.55	$118.75	$46.30	$54.28	$83.12
11.	DOUBLE ARROW SYMBOL	W1-7	24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x24	$40.98	$48.05	$73.53	$28.68	$33.63	$51.47
			60x30	$66.15	$77.55	$118.75	$46.30	$54.28	$83.12
12.	CHEVRON –(left or right)	W1-8R (L)	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
			18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			30x36	$38.63	$45.26	$69.15	$27.04	$31.68	$48.40
			36x48	$61.38	$71.99	$110.21	$42.96	$50.39	$77.14
13.	CROSSROAD Symbol	W2-1	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88

			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
14.	T-INTERSECTION SYMBOL– (left or right)	W2-2 R (L)	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
15.	T- symbol	W2-4	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
16.	Y- symbol	W2-5	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
17.	STOP AHEAD -symbol	W3-1	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
18.	YIELD AHEAD symbol	W3-2	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
19.	STOP SIGNAL AHEAD-symbol	W3-3	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
20.	MERGE RIGHT or LEFT symbol	W4-1R(L)	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
21.	LANE ENDS RIGHT OR LEFT	W4-2R(L)	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
22.	ROAD NARROWS	W5-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
23.	NARROW BRIDGE	W5-2	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
24.	MEDIAN SYMBOL	W6-1	36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
25.	TWO WAY TRAFFIC	W6-3	36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
26.	BUMP	W8-1	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
27.	DIP	W8-2	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
28.	PAVEMENTS ENDS	W8-3	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
29.	TRUCK CROSSING (text)	W8-6	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
30.	Watch for ICE on Bridge	W8-13T (folding sign)	36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.88
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
31.	Slow Children	W9-11	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
32.	Slow Children at Play	W9-12	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
33.	Watch Children	W9-13	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05

			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.88
34.	Railroad Crossing (symbol)	W10-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x30	$38.63	$45.26	$69.15	$27.04	$31.68	$48.40
35.	Pedestrian Crossing (symbol)	W11-2	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
36.	Handicap -symbol-yellow back, black diamond.	W11-9	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
37.	TRUCK CROSSING (symbol)	W11-10L(R)	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x6	$6.52	$7.84	$12.63	$4.56	$5.48	$8.84
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
38.	HEIGHT symbol- (yellow back, black text. Diamond)	W12-2	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
39.	LOW CLEARANCE- yellow back, black text	W12-2TP	24x18	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
40.	35 MPH	W13-1	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
41.	DEAD END	W14-1	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
42.	NO OUTLET	W14-2	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
43.	DEAD END	W14-1aR (L)	24x6	$4.41	$5.30	$8.48	$3.08	$3.71	$5.93
			36x8	$12.65	$15.31	$24.86	$8.85	$10.71	$17.40
44.	AHEAD	W16-9P	24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x18	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
			36x24	$25.02	$30.32	$49.43	$17.51	$21.22	$34.60
45.	BRIDGE OUT–(080 aluminum.- yellow back, black text. diamond.)	W42-3	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80

CONSTRUCTION SIGNS (NIGP Code: 801-40)

Description of Items		TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	DETOUR	M4-8	12x6	$2.46	$2.90	$4.50	$1.72	$2.03	$3.15
			24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x15	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
2.	END	M4-8b	24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x15	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
3.	DETOUR- text & symbol, right, up arrow	M4-9R(L)	30x24	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x36	$70.70	$81.30	$119.59	$49.49	$56.91	$83.71
			60x48	$141.40	$162.65	$239.10	$98.98	$113.85	$167.37
		M4-9S	30x24	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x36	$70.70	$81.30	$119.59	$49.49	$56.91	$83.71
			60x48	$141.40	$162.65	$239.10	$98.98	$113.85	$167.37
4.	BUMP	CW8-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
5.	DIP	CW8-2	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
6.	PAVEMENT ENDS	CW8-3	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
7.	WATCH FOR ICE ON BRIDGE	CW8-13T	36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05

			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
8.	ARROW (pointing down)	CW12-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
9.	LOW CLEARANCE	CW12-2TP	24x18	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
10.	DEAD END	CW14-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
11.	ARROW SIGN (pointing down)	CW16-7PL (R)	21x15	$10.43	$12.64	$20.61	$7.30	$8.84	$14.42
			24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x18	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
12.	ROAD WORK AHEAD	CW20-1D	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
			60x60	$58.50	$64.65	$98.95	$40.95	$45.25	$69.26
13.	ROAD CLOSED AHEAD	CW20-3D	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
14.	FLAGGER AHEAD	CW20-7Ad	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
15.	WORKERS symbol	CW21-1aT	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
16.	WORKERS AHEAD (text)	CW21-1bT	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
17.	FRESH OIL & FRESH TAR	CW21-2	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
18.	ROAD MACHINERY AHEAD	CW21-3D	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
19.	MOWERS AHEAD	CW21-9T	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
20.	Hand Paddles & Handles	Stop/Stop Paddle w/6 in. handle	18”	$14.84	----	----	----	----	----
			24”	$34.15	----	----	----	----	----
		Stop/Slow Paddle w/6 in. handle	18”	$14.84	----	----	----	----	----
			24	$37.38	----	----	----	----	----
21.	Hand Paddles & Handles	Stop/Stop Paddle w/ handle 60in PVC pole Staff	18”	$36.96	----	----	----	----	----
			24”	$48.50	----	----	----	----	----
		Stop/Slow Paddle w/ handle 60in PVC pole Staff	18”	$32.20	----	----	----	----	----
			24”	$49.42	----	----	----	----	----
22.	ROLL-UP VINYL SIGNS-legends needed for rollup signs (including rib w/orange back ground) will be as follows but not limited to (i.e. road construction ahead, mowers ahead, right lane closed ahead, men working ahead, right & left land closed ahead, end road work, flagman, fresh oil, liter pickup, merge left or right, ramp closed, be prepared to stop, stop sign)		36x36	Non 40.60	Ref 79.80	----	----		
			48x48	Non 48.95	Ref 116.20	----	----		
23.	ROLL-UPS:Corner Pocket-Corner Pocket (Plastic)			$4.20	----	----			
24.	ROLL-UPS:Flag Holder System-Flag Holder System			$6.80	----	----			
25.	ROLL-UPS:Left Overlay-Left Velcro Overlay			$24.25	----	----			
26.	ROLL-UPS:OVERLAYS- Overlay for Roll-Up signs			$11.70	----	----			
27.	Complete Set Roll-Up Sign with Universal Stand Non- reflective.			**SIZE**			**PRICE**		
				48" x 48"			$154.00		

SCHOOL SIGNS (NIGP Code: 801-83)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	School Crossing Advance Symbol -Pedestrians walking (green fluorescent back, black)	S1-1	30x30	$38.63	$45.36	$73.44	$27.04	$31.68	$48.40
			36x36	$46.30	$54.25	$88.07	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$169.50	$66.66	$76.57	$112.24
2.	School Bus Stop Ahead-symbol (green fluorescent back, black)	S3-1	30x30	$38.63	$45.36	$73.44	$27.04	$31.68	$48.40
			36x36	$46.30	$54.25	$88.07	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$169.50	$66.66	$76.57	$112.24
3.	School Bus Stop Ahead (green fluorescent back, black text)	S3-1T	30x30	$38.63	$45.36	$73.44	$27.04	$31.68	$48.40
			36x36	$46.30	$54.25	$88.07	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$169.50	$66.66	$76.57	$112.24
4.	School Bus Turn Ahead (green fluorescent back, black text)	S3-2	30x30	$38.63	$45.36	$73.44	$27.04	$31.68	$48.40
			36x36	$46.30	$54.25	$88.07	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$169.50	$66.66	$76.57	$112.24
5.	7:30-8:30AM 2:30-3:30PM (white back, black text)	S4-1P	24x10	$10.43	$12.64	$20.61	$7.30	$8.84	$14.42
			36x18	$22.05	$26.50	$42.99	$15.44	$18.55	$29.68
			48x24	$40.98	$48.05	$73.54	$28.68	$33.63	$51.47
6.	When Children are Present (white back, black text)	S4-2P	24x10	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x24	$40.98	$48.05	$73.54	$28.68	$33.63	$51.47
7.	School (green fluorescent back, black text)	S4-3P	24x8	$10.43	$12.64	$20.61	$7.30	$8.84	$14.42
			36x12	$12.65	$15.31	$24.86	$8.85	$10.71	$17.40
			48x16	$41.65	$48.75	$74.50	$29.15	$43.15	$52.15
8.	When Flashing (white back, black text)	S4-4P	24x10	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x24	$40.98	$48.05	$73.54	$28.68	$33.63	$51.47
9.	School Speed Limit Sign W/When Flashing	S5-1	24x48	$45.98	$53.05	$82.53	$32.16	$37.13	$57.77
			36x72	$152.25	$175.15	$257.50	$106.57	$122.60	$180.25
			48x96	$199.44	$227.70	$329.65	$139.60	$159.39	$230.75
10.	End School Zone	S5-2	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			36x48	$61.38	$71.99	$110.21	$42.96	$50.39	$77.14
11.	End School Zone	S5-2aTP	24x10	$9.25	$10.95	$42.38	$6.47	$7.66	$12.14
12.	Cell Phone Use Prohibited up to $200 Fine	S7-1T	24x18	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x36	$61.38	$71.99	$110.21	$42.96	$50.39	$77.14
13.	500 FEET	SW16-2P	24x18	$13.30	$15.96	$27.23	$9.31	$11.17	$17.85
			30x24	$22.04	$26.46	$45.24	$15.42	$18.52	$29.66
14.	Arrow(pointing down)	SW16-7PL(R)	21x15	$10.43	$12.64	$22.04	$7.30	$8.84	$14.42
			24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x18	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
15.	AHEAD	SW16-9P	24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x18	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
			36x24	$25.02	$30.32	$52.86	$17.51	$21.22	$34.60
16.	YIELD TO PEDESTRIANS green fluorescent back, black & red text	R1-6	12x36	$12.65	$15.31	$26.58	$8.85	$10.71	$17.40
17.	Bicycle Symbol	W11-1	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24

OBJECT MARKERS

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	OBJECT MARKERS YELLOW - Object Marker W/ 9 Yellow Reflectors	OM1-1	18x18	$25.00	$29.00	$35.00	N/B	N/B	N/B
2.	OBJECT MARKERS: YELLOW - Object Marker W/ 3 Yellow Reflectors	OM2-1V	12x6	$12.95	$16.95	$23.00	N/B	N/B	N/B
3.	OBJECT MARKERS: EGP - Bridge Marker (Yellow/Black Stripes)Left Or Right	OM-3R(L)	36x12	$12.65	$15.31	$26.58	$8.85	$10.71	$17.40
4.	OBJECT MARKERS: EGP - Bridge Marker (yellow/black chevrons) center	OM-3C	36x12	$12.65	$15.31	$26.58	$8.85	$10.71	$17.40
5.	OBJECT MARKERS: RED – End of Roadway Marker- Barricade Markers W/ 9 Red Reflectors	OM4-1	18x18	$25.00	$29.00	$35.00	N/B	N/B	N/B
6.	OBJECT MARKERS: RED – End of Roadway Marker- Black W/ 9 Red Reflectors	OM4-2	18x18	$25.00	$29.00	$35.00	N/B	N/B	N/B
7.	VERTICAL PANELS		12x24	$53.10	$58.95	$81.50	$37.10	$41.30	$57.10
			12x36	$44.60	$47.95	$69.50	$31.25	$33.60	$48.70
			8x24	$67.95	$71.50	$86.50	$47.60	$50.10	$60.60
			18x24	N/B	N/B	N/B	N/B	N/B	N/B

SPECIALTY SIGNS .080 ALUMINUM (NIGP Code: 801-40)

	Description of Items	Single or Double Face	Sizes	Category-A New Signs			Category- B Re-Facing of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Specialty Signs	S/F	2"x16"	$2.96	$3.48	$5.40	$2.07	$2.43	$3.78
		D/F	2"x16"	$3.46	$4.50	$7.80	$2.42	$3.15	$5.46
2.	Specialty Signs	S/F	4’x8’	$150.00	$195.00	$295.00	$105.00	$136.50	$206.50
		D/F	4’x8’	$200.00	$275.00	$485.00	$140.00	$192.50	$339.50
3.	Specialty Signs	S/F	5"x5"	$2.90	$3.40	$5.35	$2.03	$2.38	$3.74
		D/F	5"x5"	$3.40	$4.45	$7.75	$2.38	$3.11	$5.42
4.	Specialty Signs	S/F	6"x12"	$3.70	$4.35	$6.75	$2.59	$3.04	$4.72
		D/F	6"x12"	$4.32	$5.48	$9.72	$3.02	$3.83	$6.80
5.	Specialty Signs	S/F	9”x30”	$10.10	$11.75	$17.70	$7.07	$8.22	$12.39
		D/F	9”x30”	$13.25	$16.50	$28.40	$9.27	$11.55	$19.88
6.	Specialty Signs	S/F	12' X 3'	$175.00	$220.00	$335.00	$122.50	$154.00	$234.50
		D/F	12' X 3'	$225.00	$310.00	$550.00	$157.50	$217.00	$385.00
7.	Specialty Signs	S/F	12”x 9”	$8.55	$9.85	$14.65	$5.98	$6.89	$10.25
		D/F	12”x 9”	$10.99	$13.65	$23.19	$7.69	$9.55	$16.23
8.	Specialty Signs	S/F	12”x18”	$8.80	$10.15	$14.90	$6.16	$7.10	$10.43
		D/F	12”x18”	$10.70	$13.10	$21.50	$7.49	$9.17	$14.84
9.	Specialty Signs	S/F	12”x 24”	$13.50	$15.75	$24.65	$9.45	$11.02	$17.25
		D/F	12”x 24”	$16.85	$20.90	$34.15	$11.79	$14.63	$23.90
10.	Specialty Signs	S/F	18”x12”	$8.80	$10.15	$14.90	$6.16	$7.10	$10.43
		D/F	18”x12”	$10.70	$13.10	$21.50	$7.49	$9.17	$15.05
11.	Specialty Signs	S/F	18”x 18”	$11.57	$13.50	$21.66	$8.09	$9.45	$15.16
		D/F	18”x 18”	$14.50	$22.85	$31.50	$10.15	$15.99	$22.05
12.	Specialty Signs	S/F	18”x24”	$15.30	$17.96	$27.51	$10.71	$12.57	$19.25
		D/F	18”x24”	$19.15	$23.75	$40.65	$13.40	$16.62	$28.45
13.	Specialty Signs	S/F	18”x 30”	$21.96	$25.50	$35.50	$15.37	$17.85	$24.85
		D/F	18”x 30”	$26.75	$31.50	$48.65	$18.72	$22.05	$34.05
14.	Specialty Signs	S/F	18”x 6”	$5.61	$6.27	$8.66	$3.92	$43.89	$6.06
		D/F	18”x 6”	$7.25	$8.50	$13.65	$5.07	$5.95	$9.55
15.	Specialty Signs	S/F	18”x 9”	$7.26	$8.24	$11.83	$5.08	$5.76	$8.28
		D/F	18”x 9”	$8.70	$10.45	$16.80	$6.09	$7.31	$11.76

16.	Specialty Signs	S/F	24”x12”	$13.50	$15.75	$24.65	$9.45	$11.02	$17.25
		D/F	24”x12”	$16.85	$20.90	$34.15	$11.79	$14.63	$23.90
17.	Specialty Signs	S/F	24”x18”	$15.30	$17.96	$27.51	$10.71	$12.57	$19.25
		D/F	24”x18”	$19.15	$23.75	$40.65	$13.40	$17.33	$28.45
18.	Specialty Signs	S/F	24”x24”	$18.66	$22.19	$34.93	$13.06	$15.53	$24.45
		D/F	24”x24”	$23.65	$29.90	$52.41	$16.55	$20.93	$36.68
19.	Specialty Signs	S/F	24”x30”	$24.50	$28.50	$44.50	$17.15	$19.95	$31.15
		D/F	24”x30”	$30.70	$38.10	$66.35	$21.49	$26.67	$46.44
20.	Specialty Signs	S/F	24”x36”	$27.10	$32.50	$51.50	$18.97	$22.75	$36.05
		D/F	24”x36”	$34.55	$44.02	$77.75	$24.18	$30.81	$54.42
21.	Specialty Signs	S/F	30”x30”	$28.00	$33.50	$51.50	$19.60	$23.45	$36.05
		D/F	30”x30”	$35.80	$45.55	$78.85	$25.06	$31.88	$55.19
22.	Specialty Signs	S/F	30”x24”	$24.50	$28.50	$44.50	$17.15	$19.95	$31.15
		D/F	30”x24”	$30.70	$38.10	$66.35	$21.49	$26.67	$46.44
23.	Specialty Signs	S/F	36”x12”	$14.75	$17.50	$25.00	$10.32	$12.25	$17.50
		D/F	36”x12”	$18.50	$23.50	$38.15	$12.95	$16.45	$26.20
24.	Specialty Signs	S/F	36”x36”	$38.50	$42.25	$66.00	$26.95	$29.57	$46.20
		D/F	36”x36”	$49.75	$59.55	$105.33	$34.82	$41.68	$73.73
25.	Specialty Signs	S/F	48”x48”	$75.50	$89.50	$140.50	$52.85	$62.65	$98.35
		D/F	48”x48”	$95.50	$120.85	$210.50	$66.85	$84.59	$147.00
26.	Specialty Signs	S/F	48”x72”	$145.00	$190.00	$290.00	$101.50	$133.00	$203.00
		D/F	48”x72”	$217.50	$285.00	$435.00	$152.25	$199.50	$304.50
27.	Specialty Signs	S/F	48”x96”	$150.00	$195.00	$295.00	$105.00	$136.50	$206.50
		D/F	48”x96”	$200.00	$275.00	$485.00	$140.00	$192.50	$339.50
28.	Specialty Signs	S/F	60”x48”	$140.00	$185.00	$285.00	$98.00	$129.50	$99.50
		D/F	60”x48”	$190.00	$265.00	$475.00	$133.00	$185.00	$297.50
29.	Specialty Signs	S/F	72”x36”	$60.10	$70.75	$108.95	$42.07	$49.52	$76.26
		D/F	72”x36”	$90.00	$106.25	$163.45	$63.00	$74.37	$114.41
30.	Specialty Signs	S/F	72”x48”	$145.00	$190.00	$290.00	$101.50	$133.00	$203.00
		D/F	72”x48”	$217.50	$285.00	$435.00	$152.25	$199.50	$304.50
31.	Specialty Signs	S/F	96”x36”	$110.00	$136.25	$212.75	$77.00	$95.37	$148.92
		D/F	96”x36”	$165.00	$204.50	$319.15	$115.50	$143.15	$223.40
32.	Specialty Signs	S/F	96”x48”	$150.00	$195.00	$295.00	$105.00	$136.50	$206.50
		D/F	96”x48”	$200.00	$275.00	$485.00	$140.00	$192.50	$339.50
33.	Project signs-Plywood	S/F	4”x8”	$150.00	$185.00	$250.00	$105.00	$129.50	$175.00
		D/F	4”x8”	$200.00	$265.00	$285.00	$140.00	$185.50	$199.50

Description of Items		Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Blank sign	6x12	$2.17	$2.76	$4.24	$1.65	$2.00	$3.07
2.	Blank sign	6x18	$3.20	$3.84	$6.23	$2.50	$2.80	$4.46
3.	Blank sign	6x24	$3.86	$4.66	$7.93	$2.80	$3.46	$5.65
4.	Blank sign	6x30	$4.76	$5.86	$9.84	$3.47	$4.22	$6.97
5.	Blank sign	6x36	$5.68	$7.01	$11.79	$4.06	$4.87	$8.35
6.	Blank sign	6x48	$8.09	$9.86	$16.23	$5.75	$7.01	$11.56
7.	Blank sign	9x12	$5.68	$7.01	$11.79	$4.06	$4.87	$8.35
8.	Blank sign	9x18	$4.63	$5.62	$9.20	$3.44	$4.07	$6.58
9.	Blank sign	9x24	$5.64	$6.97	$11.75	$4.10	$5.05	$8.45
10.	Blank sign	9x30	$6.98	$8.65	$14.61	$5.05	$6.25	$10.50
11.	Blank sign	9x36	$8.36	$10.35	$17.51	$5.95	$7.75	$12.75
12.	Blank sign	9x48	$11.05	$13.70	$23.26	$8.00	$9.75	$16.75
13.	Blank sign	18x12	$5.95	$7.28	$15.78	$4.46	$5.50	$11.80
14.	Blank sign	18x18	$8.27	$10.26	$17.42	$5.90	$7.45	$12.87
15.	Blank sign	18x24	$11.66	$14.31	$23.87	$8.80	$10.50	$16.95
16.	Blank sign	21x15	$9.05	$11.26	$19.23	$6.50	$8.00	$13.75
17.	Blank sign	24x18	$11.66	$14.31	$23.87	$8.50	$10.75	$16.85
18.	Blank sign	24x24	$14.47	$18.01	$30.75	$10.45	$12.85	$21.95
19.	Blank sign	24x30	$19.31	$22.73	$39.65	$14.00	$16.10	$28.25
20.	Blank sign	24x36	$21.74	$27.04	$46.15	$15.50	$19.25	$32.60
21.	Blank sign	30x30	$22.41	$27.94	$47.84	$15.80	$19.75	$34.70
22.	Blank sign	30x36	$28.25	$34.88	$58.77	$19.95	$24.65	$41.45
23.	Blank sign	36x12	$11.01	$13.66	$23.22	$7.85	$9.75	$16.85

24.	Blank sign	36x36	$31.41	$42.37	$71.03	$22.35	$29.95	$49.90
25.	Blank sign	36x48	$45.94	$56.55	$94.77	$32.50	$39.75	$66.70
26.	Blank sign	48x9	$11.87	$14.52	$24.08	$8.50	$10.35	$17.00
27.	Blank sign	48x24	$28.94	$36.01	$61.49	$20.70	$25.65	$43.45
28.	Blank sign	48x48	$60.61	$74.75	$125.71	$42.60	$52.50	$88.45
29.	Blank sign	48x96	$114.13	$142.42	$244.34	$80.10	$99.90	$174.00
30.	Blank sign	60x24	$38.29	$47.18	$78.98	$27.00	$33.50	$55.65
31.	ADA Men Restroom Sign W/Symbol	9x6	$12.90					
32.	ADA Unisex Restroom Sign W/Symbol	9x6	$12.90					
33.	ADA Women Restroom Signs W/Symbol	9x6	$12.90					

	Description Of Items	Sizes	Price
1.	Lettering on Door Glass (Including installation, County seal, names, suite & phone number)	Std. 30”	$120.00
2.	Decals	11 ½” x16”	$16.95
3.	Municipal Emblems (pressure sensitive)		$16.95
4.	Door Graphics- Non-Reflective Installation included…	30" x 24"	$95.00
VEHICLE LETTERING(NIGP Code: 225-26)			
1.	VEHICLE LETTERING: Vehicle Lettering 2-Door Lettering 2-Door, Non-Reflective, Including Installation	24" x 18"	$120.00
2.	VEHICLE LETTERING: Vehicle Lettering Tailgate- Non-Reflective, Including Installation	48" x 12	$90.00

	Description of Items	Sizes	Price
1.	Pavement Markers 2- Way without Adhesive.	4"x4"	$1.25
2.	Pavement Markers 1-Way With Adhesive	4"x4"	$2.70
3.	Pavement Markers 2- Way With Adhesive	4"x4"	$2.80
4.	Ceramic Pavement Marker without Adhesive. White or Yellow	4"	$ .80
5.	Plastic Pavement Buttons without Adhesive. White.	4"	$ .54
6.	Plastic Pavement Marker without Adhesive. Yellow	4”	$ .58
7.	Butyl Pads (Adhesive for Pavement Markers)	4"x4"	$ .86
8.	Ceramic Button without Reflector White or Yellow.	6"x6"	$12.60
9.	Qwik Stix Adhesive Bar		$25.00
10.	Rumble Strip w/o Adhesive- yellow	4"x24"	$10.55
11.	Jiggle Bars	6'x6'	$8.40

	Description Of Items	Sizes	Price
1.	POSTS: Post Galv. G90	8'	$13.80
		10'	$16.85
		12'	$20.25
2.	POSTS: Poz-Loc (Includes Post, Socket & Wedge)	10'	$34.75
3.	POSTS: Slipbase Assembly System	10'	$165.50
4.	POSTS: Sq.Tubing	10' x 1½"	$25.10
		2"x2"x12'	$28.50
5.	POSTS: 10’x3" 10BWG. Gal. 2.7/8" Dia.	10'	$56.00
6.	POSTS: Galv. U-Channel	12'	$32.55
		8'	$21.75
		10'	$27.15
		6'	$16.30
7.	POSTS: Green U-Channel ribbed	10'	$22.58
		12'	$28.19
8.	POSTS: Poz-Loc System	12'	$37.50
9.	POSTS: Slipbase 10BWG TX DOT	12'	$174.85
10.	POSTS: Post ONLY 10BWG	12'x3"	$65.95

11.	POSTS: Wood Posts Painted White	4"x4"x10'	$33.95
12.	POSTS: Wood Post	4"x4"x12'	$39.95
13.	POSTS: Galv. Delineator Post	6'	$9.60
14.	POSTS: Green Delineator Post	6'	$7.90
15.	POSTS: Green U-Channel	8'	$18.10
16.	POSTS- Poz-Loc Post	8'	$13.80
17.	POSTS: Casting (Top part of Base for Slipbase Assembly) With Bolts & Keeper Plate		$51.95
18.	POSTS: Flange Base	2-3/8"	$21.00
19.	POSTS: Keeper Plate only (no hardware)		$1.50
20.	POSTS: Pozloc Wedge-Poz-Loc Wedge G210		$3.24
21.	POSTS: Socket & Wedge for Poz-Loc		$14.15
22.	POSTS: Socket 27" for Poz-Loc	27"	$10.80
23.	POSTS: Splice connector		$10.50
24.	POSTS: Ground Stub for Slip Base Assembly	3"x36"	$57.50
25.	POSTS: Wood Post 6' x 8" Dia. Dome -Top Wood Post, Dome Top Posts 8" Diameter	6'-3"	$49.00
26.	POSTS:VALVE MARKERS		$18.95
27.	Stub Post & Hardware (u-channel green)		$8.50
28.	POST DRIVER- (manual)		$54.00
29.	BRACKET: Dome Cap	2”	$1.00
		3”	$2.50
30.	BRACKET: Back to Back Bracket	2”	$5.20
31.	BRACKET: Cross Bracket	5½"	$4.20
		12”	$12.60
32.	BRACKET: Post Round SIGN Bracket	2”	$4.95
		3”	$12.85
33.	BRACKET: Post Cap U-Channel		5 ½ “ --$4.20 12”-- $12.85
34.	BRACKET: U Bolt Clamp	2”	$4.20
		3"	$12.85
35.	BRACKET: Post Cap 6” blade	3" x 5½"	$6.30
		2”x 5½"	$4.20
36.	BRACKET: Post Cap- 9” blade	2”x12”	$12.85
		3”x12”	$15.85
37.	BRACKET: Post Cap- flat	1- ¾ sq. post	$3.95
38.	BRACKET: Wing Bracket (all sign plate)	12”	$8.75
		18”	$10.85
		24	$14.85
39.	BRACKET: Wing Bracket (cantilever bracket)	16"	$12.15
		24"	$30.65
40.	BRACKET: Mast arm buckle bracket	16	$16.95
41.	LOCKNUTS		$ .06
42.	ANTI-THEFT BOLTS	5/16 x 2 ¼	$27.30
		5/16 x 1-3/4	$32.35
43.	ANTI-THEFT NUTS	5/16	$30.73
44.	BOLTS	5/16 x 2½ x 3	$ .41
45.	BOLTS	¼ x 2”	$ .47
46.	SCREWS FOR Brackets (blade holders)	¼”	$ .25
47.	ALLEN WRENCH TOOL	5”	$5.95
		12”	No bid

	Description of Items	Sizes	Price
1.	Delineator: Surface Mount Delineators including Epoxy	36"	$23.20
		48"	$25.95
2.	Delineator: Flexible Delineator, Orange or Yellow with 2 HIP Stripes & Butyl Pad	60"	$16.15
3.	Delineator: Flex Marker White Post w/ White or Yellow Reflector Stripe	66"	$14.75

4.	Delineator: Flex Delin. w/ stripe	72”	$20.30
5.	Guardrail Delineator-Steel 1-Way Yellow Guardrail Delineator..Bolt-On		$8.00

	Description Of Items	Sizes	Price
1.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	10'	$31.00
2.	BARRICADE PANEL: Wood Panels, EG, SS: END OF ROAD (Red/White)	12'	$35.00
3.	BARRICADE PANEL: Plastic Barricade Panel DS HIP Orange and White	8'	$48.00
4.	BARRICADE PANEL: Plastic Barricade Panel, HIP, SS: Orange/White	8'	$38.00
5.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	8'	$26.00

	Description Of Items	Sizes	Price
1.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	10'	$195.00
2.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	12'	$215.00
3.	BARRICADES: Type III Barricade End of Road- Wood EG S/S Red & White	8'	$170.00
4.	BARRICADES: Type I Plastic A-FRAME Barricade w/1 Panel & 2-Legs	8'	$107.20
5.	BARRICADES: Type III Plastic Break-Away Barricade, D/S Orange & White H/I	8'	$210.00
6.	BARRICADES: Type III Plastic Break-Away Barricade, S/S Orange & White H/I	8'	$180.00
7.	BARRICADES: Marker-	24”x 24”	$25.00
8.	BARRICADES: Temporary Barrier Fence Orange Temporary Mesh Barrier Fence	4'x100'	$40.00
9.	Quick Fence Safety System		20 lbs--$298.00 30 lbs--$349.00

	Description Of Items	Sizes	Price
1.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (engineer grade)	$119.00
2.	BARRICADE TAPES: Barricade Tape Orange or White LEFT or RIGHT	8" x 50 Yd. (high intensity)	$245.00
3.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (high intensity)	$245.00

BARRELS (NIGP Code: 550-42)

	Description Of Items	Sizes	Price
1.	Barrel Tape- White Engineering Grade	4" x 50 yds	$82.95
		6" x 50 yds.	$89.50
2.	BARRELS: Barrel w Tire Ring Base		$46.95
3.	BARRELS: Tire Rings		$4.95
4.	BARRELS: VERTICAL PANELS Vertical Panels w/ H/I sheeting & 20 lb. base		$46.95

CONES (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	CONES: Cone Slim	18"	$6.25
2.	CONES: Cone w/ Collar	18"	$9.70
3.	CONES: Cone Slim	28"	$13.10
4.	CONES: Cone w/ Collar	28"	$16.65
5.	CONES: Reflective Collar	4"	$3.65
6.	CONES: Reflective Collar	6"	$3.75
7.	CONES: Channelizer for Caution Tape with Reflective Collars	42"	$10.00
8.	CONES: CONE SIGNS Snap on Cone Sign w/ wording.	12"x13"	$9.90

	Description Of Items	Sizes	Price
1.	FLAGS: Safety Flag with Stay	18" x 18"	$3.25
2.	FLAGS: Safety Flag with Stay	24x24	$4.10

	Description Of Items	Sizes	Price
1.	MARKING TAPE Conspicuity Tape - D/G. Red, Yellow or White.	3"x50 yds	$205.00
2.	MARKING TAPE: Barrier Tape	3"x1000'	$10.00
3.	MARKING TAPE: Caution Tape 3MIL	3"x1000'	$10.00
4.	MARKING TAPE: Conspicuity D/G. Red, Yellow or White.	2"x50 yds	$135.00
5.	MARKING TAPE: Conspicuity Tape D/G, Solid Red.	4"	$270.00

6.	MARKING TAPE: Conspicuity Tape D/G, red & white	2'x50 yds	$130.00
7.	MARKING TAPE: Conspicuity Strips D/G	2"x 18"	$1.65
8.	MARKING TAPE: Crosswalk Pavement Marking	12'x25yds.	$390.00
9.	MARKING TAPE: Fire Line -Do Not Cross.	3"x1000'	$10.00
1.	REFLECTIVE TAPE-General Purpose tape- Red, White , Yellow rolls	1"x 30" yd	$16.00
		2"X 30" yd	$31.00
		3"x 30" yd	$46.00

Description Of Items		Sizes	Price
1.	REFLECTORS: Block of Bituminous Marker Adhesive	100 lb	$268.50
2.	REFLECTORS: Barrier Reflector with 4" Single Side HIP Sheeting.	14"	$6.81
3.	REFLECTORS: D/S Concrete Barrier Markers..Yellow or White w/ 3"x4" HIP	16"	$8.50
4.	REFLECTORS: White S/S 3"x4" HIP Sheeting 16" S/S Concrete Barrier Marker	16"	$7.50
5.	REFLECTORS: .080 Reflector D-9-S Aluminum Delineator Reflectors. DG Yellow, White or Red.	4" x 4"	$2.25
6.	REFLECTORS: Plastic Pavement Marker Yellow Button Round	3"	$ .54
7.	REFLECTORS: Reflectors Round Plastic	3"	$ .62
8.	REFLECTORS: Rectangular Type A & C	3"x8"	TYPE A--$1.05
			TYPE C--$2.50

SPEED BUMP (NIGP Code: 550-79)

Description Of Items		Sizes	Price
1.	SPEED BUMP: Speed Bumps with all hardware	10'	$210.00
		12"	$251.00
2.	SPEED BUMP: Black & Yellow Speed Bumps	6'	$173.60
3.	SPEED BUMP: Car Stops Yellow & Blk Recycled Rubber w/12" Spikes for Asphalt or Gravel	6'	$110.00
4.	SPEED BUMP- Cement Car Stop, (unpainted) with 12" Spikes for Asphalt or Cement.	6"	$38.00
5.	SPEED BUMP: Speed Bump Plastic	6'	$105.00
		9'	$199.00
6.	SPEED BUMP: Speed Bump Spikes	12" x 1/2"	$3.25

Description Of Items		Sizes	Price
1.	STANDS: Big Buster Stand		$225.25
2.	STANDS: Little Buster portable stand		$151.50
3.	STANDS: Portable Stop 7' Stand Portable Stop Stand with a 7' Plastic X-Tube Upright, Yeti Rubber Foot with 4" Riser Stub, 24" HIP Stop Sign.		$240.00
4.	STANDS: Universal		$107.50
5.	STANDS: Zephyr Stand		$83.45
6.	FRAMES: Tripod for Construction Signs with Flag Holders	36"	$69.00
		48"	$64.00

PAVEMENT MARKING STENCIL (NIGP Code: 962-53)

Description Of Items		Size	Letters	Stencil
1.	STENCIL: STOP (LETTERING) in Duro	36"	$45.85	
		48"	$25.60	
2.	STENCIL: Brass Interlocking Stencils	4"		$258.00
3.	STENCIL: Fire Lane Stencil	4"		$14.65
4.	STENCIL: No Parking Stencil	4"		$14.65
5.	STENCIL: Number Kit Maxi	4"		$29.50
6.	STENCIL: Wording kit	4"		$47.50
7.	STENCIL: Arrow - Duro	42"		$19.25
8.	STENCIL: Arrow - Max	42"		$37.50
9.	STENCIL: Arrow Kit, Standard Arrow Kit...One (1) arrow UP, One (1) Arrow Curved Tail	42"	$38.50	$77.00
10.	STENCIL: Handicap Symbol Maxi	72"x63"		$125.00
		48x48		$77.00

11.	STENCIL: Fire Lane No Parking Duro Stencil	4"		$29.50
12.	STENCIL: Fire Lane No Parking Maxi Stencil	4"	$57.00	

MISC.

	Description Of Items	Sizes	Price
1.	Clear Overlay - Stops-Graffiti Proof Overlay	24”	$483.00
		30”	$603.75
2.	Epoxy (Kit, pads, sticks)	1 gallon	$105.00
		5 gallon	$440.00
		4x4 pads	$ .85
		quick sticks	$25.00
3.	Slow Moving placard triangle .040 aluminum		$14.95
4.	Slow Moving decal triangle		$9.95
5.	Fence Sign Holder-Link Fence Sign Holder		$3.85
6.	Warning Triangles (Set of 3)	16"	$39.95
7.	Mast Arm Buckle Bracket	16"	$16.95
8.	Transfer Tape	1”	$3.60
		2”	$7.15
		4”	$12.40
		6”	$21.45
		8”	$28.60
		10”	$30.60
		12”	$38.50
		13”	$46.25
		14”	$49.90
		15”	$53.60
		16”	$57.40
		18”	$57.40
9.	TXDOT Placard (OSHA) DECALS	10" x 10"	$7.95
10.	TXDOT Placard (OSHA) .040 ALUMINUM	10" x 10"	$7.95

DELIVERY			**DELIVERY TIME**
11.	Estimated Delivery Time for Standard (In-Stock) signs:		3 Work Days
12.	Estimated Delivery Time for Non-Standard (Not-In Stock)	Small orders:	7- 10 Work Days
		large orders	7-15 Work Days

OTHER MISCELLANEOUS LIST

On All Road Signs, Posts & Misc. Supplies Not Listed –Hidalgo County Will Receive a percentage o ff Bidders Catalog List Prices. <u>All Applicable Catalogs With List Prices Must Accompany Any Bids Submitted</u>	PERCENTAGE
	10%

REQUIREMENTS AGREEMENT
C-13-013-05-28

THIS AGREEMENT (the "Agreement") is entered into as of the **28th** day, **May**, **2013** by and between **Martin & Margarita Pena dba Delta Specialties Supply** ("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good 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 to Buyer, all of the Products that Buyer may require for use by Buyer in **"Traffic Road Signs & Miscellaneous Equipment,"** in the areas of Hidalgo County projects for a period of one (1) year commencing **June 20, 2013,** and ending **June 19, 2014** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law,

latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer:
Hidalgo County
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Seller:
Martin & Margarita Pena
d/b/a Delta Specialties Supply
10205 E. Hwy. 107
Edinburg, Texas 78542

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

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

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

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

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

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

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

m. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering

of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Company: **Martin & Margarita Pena d/b/a Delta Specialties Supply**

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUES, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

EXHIBIT "A"
REQUEST FOR BID (RFB)
PROCUREMENT PACKET

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

March 25, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY (All Funding Sources)**
Request for Bids -**"Traffic Road Signs and Other Related Miscellaneous Equipment"**
Bid No: 2013-013-04-10-SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent
MLS/sma
Enclosures

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

REQUEST FOR BIDS (RFB)

HIDALGO COUNTY (All Funding Sources)
"Traffic Road Signs and Other Related Miscellaneous Equipment"
Bid No: 2013-013-04-10-SMA

Table of Contents

Item	Description	No. of Pages
1.	**Request for Bid Letter**	**1**
2.	**Request for Bid, Legal Notice**	**8**
3.	**Exhibit "A" Specifications**	**4**
4.	**Exhibit "B" Bid Page**	**17**
5.	**Exhibit "C" Insurance Requirements**	**4**
6.	**Exhibit "D" CIQ Conflict of Interest Questionnaire**	**1**
7.	**Vendor/Bidder Application and W-9 form**	**6**
8.	**Certification Regarding Debarment**	**1**
9.	**Draft Requirements Agreement**	**7**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

March 25, 2013
Date

REQUEST FOR BIDS

HIDALGO COUNTY

(ALL FUNDING SOURCES)

"Traffic Road Signs and Other Related Miscellaneous Equipment"

RFB: 2013-013-04-10-SMA

BID OPENING DATE: April 10, 2013@ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 S. Bus Hwy 281 New Administration Building
Edinburg, Texas 78539

1. Sealed bids will be received for **HIDALGO COUNTY (All Funding Sources) TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3)** copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2013-013-04-10-SMA- HIDALGO COUNTY(All Funding Sources)-"TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"** and in County's Purchasing Department, 2812 S. Business Highway 281, Edinburg, Texas, **on or before 9:30 A.M., Wednesday, April 10, 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-2013-013-04-10-SMA.**

   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 o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  - a) Name and address of successful bidder
  - b) Name and address of receiving department or official
  - c) Purchase Order Number (if any)
  - d) Notation - **HIDALGO COUNTY(All Funding Sources) "TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"** 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	**APRIL 10, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____,2013

18. **BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if applicable):**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **ETHICAL STANDARDS:**

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

- It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

- No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **DISCLOSURE OF CONFLICT OF INTEREST:**

- Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply

with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided 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 to the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
(All Funding Sources)
"TRAFFIC ROAD SIGNS AND OTHER RELATED MISC. EQUIPMENT"

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"

Specifications/Requirements

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-04-13-SMA

SCOPE:

The County of Hidalgo is seeking sealed bids from qualified and interested vendor(s) for the fabrication of new, as well as, the re-facing of existing traffic-road signs, accessories and related supplies. All purchases will be on an "**As Needed Basis**", there are no set quantities to be purchased.

SPECIFICATIONS/REQUIREMENTS:

a) Signs, traffic, metal (aluminum), reflective, to meet Texas Department of Transportation (TxDot) specification of Department of Maintenance and Safety (DMS) DMS-7110 Class 2, and to be of alloy 6061-T6-or 5052-H38 with holes punched and corners clipped in accordance with TxDOT standards, 0.80 GA (gauge) for signs up to 7.5 square feet, 0.100 for signs 7.5 square feet to 15 square feet, and 0.125 gauge for signs over 15 square feet. Reflective sheeting and screen inks to meet the requirements of Texas Department of Transportation specification DMS-8300. Non-reflective sheeting to meet the requirements of DMS-8320. All signs to conform to Manual of Uniform Traffic Control Devices (MCTCD), Texas Department of Transportation standards and Federal Highway standards.

b) All signs with blue, brown, green, orange, red and yellow backgrounds shall be fabricated with Type C (high specific intensity) reflective sheeting. White background signs shall be fabricated with Type A (engineer grade) reflective sheeting.

c) White legends and borders shall be White Type C (high specific intensity) reflective sheeting.

d) Reflective sheeting on signs, barricades will be either single faced (S/F) or double faced (D/F) and frames on one or two sides.

e) All other related supplies must comply with all applicable Texas Department of Transportation and Federal Highway standards.

f) All products furnished under this RFB shall be warranted by the vendor to be free from defects and fit for the intended use.

g) Type, dimension and color of signs (new and re-faced), accessories and supplies required are listed in **EXHIBIT "B". BID Prices will be on a unit price basis.**

h) Unit prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.

i) Vendor must provide an estimated delivery time for (standard) In-Stock Items and (non- standard) Not- In Stock items.

TERMS CONDITIONS:

1) Hidalgo County has the authority to utilize State Contracts and under cooperative purchasing participation when ever it is in the County's best interest to do so.

2) Hidalgo County reserves the right to award to one (1) or to multiple vendors, if the County determines it is in its best interest to do so.

3) All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursement for such charges shall be passed onto Hidalgo County.

4) Term of contract is for one (1) year period with County's option to extend the contract for an additional one (1) year under the same rates terms and conditions.

5) County reserves the right to continue this agreement for an additional sixty (60) day grace period at the end of the contract term due to an unforeseen delay in the award of a new bid for next contract term.

6) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

7) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantage to the County.

8) Vendor(s) will provide and maintain all the required Insurance and/or Bonds as described and listed in: **Insurance Requirements: See Exhibit "C" attached hereto.**

9) Hidalgo County reserves the right to accept or reject in part or in whole any bid submitted, and to waive any technicalities or informalities for the best interest of the County. Hidalgo County reserves the right to award based upon individual line items, sections or total bid.

10) Due to the nature of the user departments, ***vendor(s)*** must be located within the COUNTY OF HIDALGO, Texas and ***will be required to construct the new as well as re-face existing signs within three (3) working days from receipt of a properly executed purchase order.***

11) Vendor(s) must inform user department of their inability to complete the work ordered in a prompt and timely manner so as to allow the department sufficient notice to place the order with the "Secondary Vendor". Any purchase order placed with the primary vendor will become null and void if this circumstance occurs and any costs incurred by the primary vendor are not the responsibility of Hidalgo County.

12) **INFORMATION TO BIDDERS:**
Vendor(s) will bid on the fabrication of new as well as the re-facing of existing signs as described in detail on **EXHIBIT "B"-BID PAGE** and contained in this bid packet.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:
Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
    - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
    - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
    - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
    - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Further information required for this project can be addressed to, Sandra Montalvo, Buyer, Hidalgo County Purchasing Department (956) 318-2626. Hidalgo County is requesting that any and all questions, inquiries, and Clarifications regarding quotes, bids, proposals, or statement of qualifications be addressed to: Martha L. Salazar, Purchasing Agent, 2812 S. Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956)318-2629 or (956)292-7612 OR VIA E-MAIL TO: sandra.montalvo@co.hidalgo.tx.us by NO LATER THAN, WEDNESDAY, APRIL 03, 2013 by 5:00 P.M. Responses will be sent to all applicants via e-mail by no later than, FRIDAY, APRIL 05, 2013 by 5:00 P.M.

EXHIBIT- "B"

Bid Page

Hidalgo County-(All Funding Sources) Traffic Road Signs & Other Related Miscellaneous Equipment

RFB No.: 2013-013-04-10-SMA

Vendor must thoroughly fill in each section of the Bid Page, if applicable. INCOMPLETE submittals shall be considered a probable cause for disqualification. All must be in compliance to the Texas Department of Transportation standards and Federal Highway standards. Legends on signs will be on one or two sides; reflective grade will vary by dept. **Bid Prices- are on a unit price basis.**

REGULARTORY SIGNS-(NIGP Code: 801-40)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	STOP SIGN	R1-1	24x24						
			30x30						
			36x36						
			48x48						
2.	YIELD SIGN	R1-2	30x30x30						
			36x36x36						
			48x48x48						
3.	TO ONCOMING TRAFFIC	R1-2ap	24x18						
			36x30						
			48x36						
4.	TO RAMP	R1-2bTP	21x15						
			30x24						
5.	TO TRAIN	R1-2cTP	21x15						
			30x24						
6.	ALL WAY	R1-3P	18x6						
7.	YIELD HERE TO PEDESTRIANS (Symbol)	R1-5L(R)	36x36						
8.	YIELD HERE TO PEDESTRIANS (Text)	R1-5aL(R)	18x24						
			30x42						
			36x48						
9.	SPEED LIMIT	R2-1	18x24						
			24x30						
			30x36						
			36x48						
			48x60						
10.	TRUCK SPEED LIMIT	R2-2	24X24						
			36x36						
11.	NO RIGHT TURN (SYMBOL)	R3-1	24x24						
			36x36						
			48x48						
12.	NO LEFT TURN (SYMBOL)	R3-2	24x24						
			30x30						
			48x48						
13.	NO TURNS	R3-3	24x24						
			36x36						
14.	DO NOT PASS	R4-1	18X24						
15.	SLOWER TRAFFIC KEEP RIGHT	R4-3	24X30						
16.	TRUCKS USE RIGHT LANE	R4-5	24x30						
17.	TRUCK LANE 500 FT	R4-6	24x30						

18.	TRAFFIC KEEP RIGHT ARROW (Symbol)	R4-7	18x24						
			24x.30						
19.	TRAFFIC KEEP LEFT (Symbol)	R4-8	18x24						
			24x30						
20.	DO NOT ENTER	R5-1	30x30						
			36x36						
			48x48						
21.	WRONG WAY- (Red Back, White Text)	R5-1a	30x18						
			36x24						
			42x30						
			48x36						
22.	NO TRUCKS	R5-2	24x24						
			30x30						
			24x24						
			30x30						
23.	ONE WAY (LEFT OR RIGHT)	R6-1R(L)	36x12						
			54x18						
24.	ONE WAY (left or right) w/ arrow	R6-2R(L)	18x24						
			24x30						
			30x36						
			36x48						
			48x60						
25.	DIVIDED HIGHWAY	R6-3	30x24						
			36x30						
26.	NO PARKING ANY TIME W/ ARROW	R7-1 (L,R,DBL)	12x18						
27.	NO PARKING 8:30AM TO 5:30PM W/ ARROW	R7-2 (L,R,DBL)	12X18						
28.	HANDICAP PARKING	R7-8	12x18						
29.	HANDICAP PARKING W/ ARROW (R,L,DBL)(green/white)	R7-8A	12x18						
30.	HANDICAP PARKING (blue / white)	R7-8B	12x18						
31.	VAN ACCESSIBLE (green & white)	R7-8P	12x6						
			18x9						
32.	NO PARKING BUS STOP W/ ARROW	R7-107 (R,L,DBL)	12x18						
			12x30						
33.	NO PARKING BUS STOP SYMBOLS	R7-107A (R,L,DBL)	12x30						
34.	NO PARKING ON PAVEMENT (OR VARIATION)	R8-1	18x24						
35.	NO PARKING	R8-3	18x24						
			24x30						
36.	NO PARKING (SYMBOL)	R8-3A	36x36						
37.	EMERGENCY PARKING ONLY	R8-4	30x24						
38.	DO NOT STOP ON TRACKS	R8-8	30x24						
39.	NO PEDESTRIAN CROSSING (variations)	R9-3	12x18						
40.	NO PEDESTRIAN CROSSING SYMBOL (VARIATIONS)	R9-3A	18x18						
			24x24						
41.	CROSSWALK SIGNS (variations)	R10-1	12x18						
42.	PUSH BUTTON FOR CROSSWALK W/ ARROW	R10-4bR(L)	9x12						
43.	LEFT ON GREEN ARROW ONLY	R10-5	18x24						

44.	STOP HERE ON RED W/ ARROW	R10-6	24x36						
45.	DO NOT BLOCK INTERSECTION	R10-7	24x30						
46.	PROTECTED LEFT ON GREEN ARROW	R10-9T	18x12						
			36x24						
47.	Left Or Right Turn Signal	R10-10L(R)	24x30						
48.	No Turn On Red	R10-11	18x24						
49.	Left Turn Yield On Green	R10-12	24x30						
50.	Road Closed	R11-2	48x30						
51.	Bridge Closed	R11-2aT	48x30						
52.	Road Closed to Thru Traffic	R11-4	60x30						
53.	Weight Limit Xx Tons	R12-1	24x30						
54.	2 Hr Parking W/ Time (Or Variation)	R7-18 (DBL,R, L)	12x18						
55.	No Dumping Allowed	R19-5	24x30						
56.	Obey Warning Signs State Law	R20-3T	48x42						
57.	Traffic Fines Double (Plaque, White Back, Black Text)...	R20-5T	24x30						
			36x18						
	When Workers Are Present	R20-5ATP	24x12						
			36x18						
58.	Tow Away Zone (Text Or Symbol)	R7-201P (aP)	12x6						
59.	Street Name Signs (legend to be on both sides)		6x18						
			6x24						
			6x30						
			6x36						
			12X6						
			12X9						
			18x6						
			18x9						
			24x6						
			24x9						
			30x6						
			30x9						
			36x6						
			36x9						
			48x9						

WARNING SIGNS (NIGP Code: 801-83)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	DELINEATOR (Left Or Right)	H1-1L(R)	12x36						
2.	CAUTION DEAF CHILD AT PLAY (yellow back, black text)	N-8	18x24						
3.	SLOW (yellow back, black text)	N-11	24x24						
			30x30						
			36x36						
4.	DEAF CHILD AREA –(yellow back, black text)	N-12	30x30						
5.	CAUTION	N-17	18x24						
			30x30						
			36x36						
6.	NEIGHBORHOOD WATCH	CW-G-120RA5	18x24						
			24x30						
7.	CURVE SYMBOL–(sharp right or	W1-1R(L)	18x18						

	left)		24x24						
			30x30						
			36x36						
			48x48						
8.	CURVE SYMBOL- (left or right)	W1-2R(L)	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
9.	CURVE SYMBOL –(sharp left, sharp right)	W1-3R (L)	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
10.	ARROW SYMBOL –(left or right)	W1-6R(L)	24x12						
			36x18						
			48x24						
			60x30						
11.	DOUBLE ARROW SYMBOL	W1-7	24x12						
			36x18						
			48x24						
			60x30						
12.	CHEVRON –(left or right)	W1-8R (L)	12x18						
			18x24						
			24x30						
			30x36						
			36x48						
13.	CROSSROAD Symbol	W2-1	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
14.	T-INTERSECTION SYMBOL– (left or right)	W2-2 R (L)	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
15.	T- symbol	W2-4	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
16.	Y- symbol	W2-5	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
17.	STOP AHEAD -symbol	W3-1	18x18						
			30x30						
			36x36						
			48x48						

18.	YIELD AHEAD symbol	W3-2	18x18						
			30x30						
			36x36						
			48x48						
19.	STOP SIGNAL AHEAD-symbol	W3-3	18x18						
			30x30						
			36x36						
			48x48						
20.	MERGE RIGHT or LEFT symbol	W4-1R(L)	30x30						
			36x36						
			48x48						
21.	LANE ENDS RIGHT OR LEFT	W4-2R(L)	30x30						
			36x36						
			48x48						
22.	ROAD NARROWS	W5-1	30x30						
			36x36						
			48x48						
23.	NARROW BRIDGE	W5-2	18x18						
			30x30						
			36x36						
			48x48						
24.	MEDIAN SYMBOL	W6-1	36x36						
			48x48						
25.	TWO WAY TRAFFIC	W6-3	36x36						
			48x48						
26.	BUMP	W8-1	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
27.	DIP	W8-2	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
28.	PAVEMENTS ENDS	W8-3	18x18						
			30x30						
			36x36						
			48x48						
29.	TRUCK CROSSING (text)	W8-6	24x24						
			30x30						
			36x36						
			48x48						
30.	Watch for ICE on Bridge	W8-13T (folding sign)	36x36						
			48x48						
31.	Slow Children	W9-11	18x24						
32.	Slow Children at Play	W9-12	18x24						
33.	Watch Children	W9-13	24x24						
			30x30						
			36x36						
34.	Railroad Crossing (symbol)	W10-1	30x30						

			36x30						
35.	Pedestrian Crossing (symbol)	W11-2	18x18						
			24x24						
			30x30						
			36x36						
			48x48						
36.	Handicap -symbol-yellow back, black diamond.	W11-9	30x30						
			36x36						
			48x48						
37.	TRUCK CROSSING (symbol)	W11-10L(R)	24x24						
			30x30						
			36x6						
			48x48						
38.	HEIGHT symbol- (yellow back, black text. Diamond)	W12-2	18x18						
			30x30						
			36x36						
			48x48						
39.	LOW CLEARANCE- yellow back, black text	W12-2TP	24x18						
40.	35 MPH	W13-1	18x18						
			24x24						
			30x30						
41.	DEAD END	W14-1	24x24						
			30x30						
			36x36						
			48x48						
42.	NO OUTLET	W14-2	24x24						
			30x30						
			36x36						
			48x48						
43.	DEAD END	W14-1aR (L)	24x6						
			36x8						
44.	AHEAD	W16-9P	24x12						
			30x18						
			36x24						
45.	BRIDGE OUT–(080 aluminum.- yellow back, black text. diamond.)	W42-3	24x24						
			30x30						

CONSTRUCTION SIGNS (NIGP Code: 801-40)

Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
DETOUR	M4-8	12x6						
		24x12						
		30x15						
END	M4-8b	24x12						
		30x15						
3. DETOUR- text & symbol, right, up arrow	M4-9R(L)	30x24						
		48x36						
		60x48						
	M4-9S	30x24						
		48x36						
		60x48						

4.	BUMP	CW8-1	30x30							
			36x36							
			48x48							
5.	DIP	CW8-2	30x30							
			36x36							
			48x48							
6.	PAVEMENT ENDS	CW8-3	30x30							
			36x36							
			48x48							
7.	WATCH FOR ICE ON BRIDGE	CW8-13T	36x36							
			48x48							
8.	ARROW (pointing down)	CW12-1	30x30							
			36x36							
			48x48							
9.	LOW CLEARANCE	CW12-2TP	24x18							
10.	DEAD END	CW14-1	30x30							
			36x36							
11.	ARROW SIGN (pointing down)	CW16-7PL (R)	21x15							
			24x12							
			30x18							
12.	ROAD WORK AHEAD	CW20-1D	30x30							
			36x36							
			48x48							
			60x60							
13.	ROAD CLOSED AHEAD	CW20-3D	30x30							
			36x36							
			48x48							
14.	FLAGGER AHEAD	CW20-7Ad	30x30							
			36x36							
			48x48							
15.	WORKERS symbol	CW21-1aT	24x24							
			30x30							
			36x36							
			48x48							
16.	WORKERS AHEAD (text)	CW21-1bT	30x30							
			36x36							
			48x48							
17.	FRESH OIL & FRESH TAR	CW21-2	30x30							
			36x36							
			48x48							
18.	ROAD MACHINERY AHEAD	CW21-3D	30x30							
			36x36							
			48x48							
19.	MOWERS AHEAD	CW21-9T	30x30							
			36x36							
			48x48							
20.	Hand Paddles & Handles	Stop/Stop Paddle w/6 in. handle	18"							
			24"							
		Stop/Slow Paddle w/6 in. handle	18"							
			24							
21.	Hand Paddles	Stop/Stop Paddle w/ handle 60in	18"							

	& Handles	PVC pole Staff	24"							
		Stop/Slow Paddle w/ handle 60in PVC pole Staff	18"							
			24"							
22.	ROLL-UP VINYL SIGNS-legends needed for rollup signs (including rib w/orange back ground) will be as follows but not limited to (i.e. road construction ahead, mowers ahead, right lane closed ahead, men working ahead, right & left land closed ahead, end road work, flagman, fresh oil, liter pickup, merge left or right, ramp closed, be prepared to stop, stop sign)		36x36	Non	Ref					
			48x48	Non	Ref					
23.	ROLL-UPS:Corner Pocket-Corner Pocket (Plastic)									
24.	ROLL-UPS:Flag Holder System-Flag Holder System									
25.	ROLL-UPS:Left Overlay-Left Velcro Overlay									
26.	ROLL-UPS:OVERLAYS- Overlay for Roll-Up signs									
27.	Complete Set Roll-Up Sign with Universal Stand Non- reflective.			SIZE			PRICE			
				48" x 48"						

SCHOOL SIGNS (NIGP Code: 801-83)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	School Crossing Advance Symbol - Pedestrians walking (green fluorescent back, black)	S1-1	30x30						
			36x36						
			48x48						
2.	School Bus Stop Ahead-symbol (green fluorescent back, black)	S3-1	30x30						
			36x36						
			48x48						
3.	School Bus Stop Ahead (green fluorescent back, black text)	S3-1T	30x30						
			36x36						
			48x48						
4.	School Bus Turn Ahead (green fluorescent back, black text)	S3-2	30x30						
			36x36						
			48x48						
5.	7:30-8:30AM 2:30-3:30PM (white back, black text)	S4-1P	24x10						
			36x18						
			48x24						
6.	When Children are Present (white back, black text)	S4-2P	24x10						
			36x18						
			48x24						
7.	School (green fluorescent back, black text)	S4-3P	24x8						
			36x12						
			48x16						
8.	When Flashing (white back, black text)	S4-4P	24x10						
			36x18						
			48x24						
9.	School Speed Limit Sign W/When Flashing	S5-1	24x48						
			36x72						
			48x96						
10.	End School Zone	S5-2	24x30						
			36x48						
11.	End School Zone	S5-2aTP	24x10						
12.	Cell Phone Use Prohibited up to $200 Fine	S7-1T	24x18						
			36x18						
			48x36						
13.	500 FEET	SW16-2P	24x18						
			30x24						
14.	ARROW(pointing down)	SW16-	21x15						

		7PL(R)	24x12						
			30x18						
15.	AHEAD	SW16-9P	24x12						
			30x18						
			36x24						
16.	YIELD TO PEDESTRIANS green fluorescent back, black & red text	R1-6	12x36						
17.	Bicycle Symbol	W11-1	18x18						
			24x24						
			30x30						
			36x36						
			48x48						

OBJECT MARKERS

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	OBJECT MARKERS YELLOW - Object Marker W/ 9 Yellow Reflectors	OM1-1	18x18						
2.	OBJECT MARKERS: YELLOW - Object Marker W/ 3 Yellow Reflectors	OM2-1V	12x6						
3.	OBJECT MARKERS: EGP - Bridge Marker (Yellow/Black Stripes)Left Or Right	OM-3R(L)	36x12						
4.	OBJECT MARKERS: EGP - Bridge Marker (yellow/black chevrons) center	OM-3C	36x12						
5.	OBJECT MARKERS: RED – End of Roadway Marker-Barricade Markers W/ 9 Red Reflectors	OM4-1	18x18						
6.	OBJECT MARKERS: RED – End of Roadway Marker- Black W/ 9 Red Reflectors	OM4-2	18x18						
7.	VERTICAL PANELS		12x24						
			12x36						
			8x24						
			18x24						

SPECIALTY SIGNS .080 ALUMINUM (NIGP Code: 801-40)

	Description of Items	Single or Double Face	Sizes	Category-A New Signs			Category- B Re-Facing of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Specialty Signs	S/F	2"x16"						
		D/F	2"x16"						
2.	Specialty Signs	S/F	4'x8'						
		D/F	4'x8'						
3.	Specialty Signs	S/F	5"x5"						
		D/F	5"x5"						
4.	Specialty Signs	S/F	6"x12"						
		D/F	6"x12"						
5.	Specialty Signs	S/F	9"x30"						
		D/F	9"x30"						
6.	Specialty Signs	S/F	12' X 3'						
		D/F	12' X 3'						
7.	Specialty Signs	S/F	12"x 9"						
		D/F	12"x 9"						
8.	Specialty Signs	S/F	12"x18"						
		D/F	12"x18"						
9.	Specialty Signs	S/F	12"x 24"						

		D/F	12"x 24"						
10.	Specialty Signs	S/F	18"x12"						
		D/F	18"x12"						
11.	Specialty Signs	S/F	18"x 18"						
		D/F	18"x 18"						
12.	Specialty Signs	S/F	18"x24"						
		D/F	18"x24"						
13.	Specialty Signs	S/F	18"x 30"						
		D/F	18"x 30"						
14.	Specialty Signs	S/F	18"x 6"						
		D/F	18"x 6"						
15.	Specialty Signs	S/F	18"x 9"						
		D/F	18"x 9"						
16.	Specialty Signs	S/F	24"x12"						
		D/F	24"x12"						
17.	Specialty Signs	S/F	24"x18"						
		D/F	24"x18"						
18.	Specialty Signs	S/F	24"x24"						
		D/F	24"x24"						
19.	Specialty Signs	S/F	24"x30"						
		D/F	24"x30"						
20.	Specialty Signs	S/F	24"x36"						
		D/F	24"x36"						
21.	Specialty Signs	S/F	30"x30"						
		D/F	30"x30"						
22.	Specialty Signs	S/F	30"x24"						
		D/F	30"x24"						
23.	Specialty Signs	S/F	36"x12"						
		D/F	36"x12"						
24.	Specialty Signs	S/F	36"x36"						
		D/F	36"x36"						
25.	Specialty Signs	S/F	48"x48"						
		D/F	48"x48"						
26.	Specialty Signs	S/F	48"x72"						
		D/F	48"x72"						
27.	Specialty Signs	S/F	48"x96"						
		D/F	48"x96"						
28.	Specialty Signs	S/F	60"x48"						
		D/F	60"x48"						
29.	Specialty Signs	S/F	72"x36"						
		D/F	72"x36"						
30.	Specialty Signs	S/F	72"x48"						
		D/F	72"x48"						
31.	Specialty Signs	S/F	96"x36"						
		D/F	96"x36"						
32.	Specialty Signs	S/F	96"x48"						
		D/F	96"x48"						
33.	Project signs-Plywood	S/F	4"x8"						
		D/F							

BLANK SIGNS (NIGP Code: 801-09)

	Description of Items	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Blank sign	6x12						
2.	Blank sign	6x18						
3.	Blank sign	6x24						
4.	Blank sign	6x30						
5.	Blank sign	6x36						
6.	Blank sign	6x48						
7.	Blank sign	9x12						
8.	Blank sign	9x18						
9.	Blank sign	9x24						
10.	Blank sign	9x30						
11.	Blank sign	9x36						
12.	Blank sign	9x48						
13.	Blank sign	18x12						
14.	Blank sign	18x18						
15.	Blank sign	18x24						
16.	Blank sign	21x15						
17.	Blank sign	24x18						
18.	Blank sign	24x24						
19.	Blank sign	24x30						
20.	Blank sign	24x36						
21.	Blank sign	30x30						
22.	Blank sign	30x36						
23.	Blank sign	36x12						
24.	Blank sign	36x36						
25.	Blank sign	36x48						
26.	Blank sign	48x9						
27.	Blank sign	48x24						
28.	Blank sign	48x48						
29.	Blank sign	48x96						
30.	Blank sign	60x24						
31.	ADA Men Restroom Sign W/Symbol	9x6						
32.	ADA Unisex Restroom Sign W/Symbol	9x6						
33.	ADA Women Restroom Signs W/Symbol	9x6						

SHOP and OFFICE SIGNS (Facility) (NIGP Code: 255-30)

	Description Of Items	Sizes	Price
1.	Lettering on Door Glass (Including installation, County seal, names, suite & phone number)	Std. 30"	
2.	Decals	11 ½" x16"	
3.	Municipal Emblems (pressure sensitive)		
4.	Door Graphics- Non-Reflective Installation included…	30" x 24"	
VEHICLE LETTERING(NIGP Code: 225-26)			
1.	VEHICLE LETTERING: Vehicle Lettering 2-Door Lettering 2-Door, Non-Reflective, Including Installation	24" x 18"	

2.	VEHICLE LETTERING: Vehicle Lettering Tailgate- Non-Reflective, Including Installation	48" x 12	

PAVEMENT MARKERS (NIGP Code: 550-08)

	Description of Items	Sizes	Price
1.	Pavement Markers 2- Way without Adhesive.	4"x4"	
2.	Pavement Markers 1-Way With Adhesive	4"x4"	
3.	Pavement Markers 2- Way With Adhesive	4"x4"	
4.	Ceramic Pavement Marker without Adhesive. White or Yellow	4"	
5.	Plastic Pavement Buttons without Adhesive. White.	4"	
6.	Plastic Pavement Marker without Adhesive. Yellow	4"	
7.	Butyl Pads (Adhesive for Pavement Markers)	4"x4"	
8.	Ceramic Button without Reflector White or Yellow.	6"x6"	
9.	Qwik Stix Adhesive Bar		
10.	Rumble Strip w/o Adhesive- yellow	4"x24"	
11.	Jiggle Bars	6'x6'	

POSTS-BRACKETS-HARDWARE (NIGP Code: 801-30)

	Description Of Items	Sizes	Price
1.	POSTS: Post Galv. G90	8'	
		10'	
		12'	
2.	POSTS: Poz-Loc (Includes Post, Socket & Wedge)	10'	
3.	POSTS: Slipbase Assembly System	10'	
4.	POSTS: Sq.Tubing	10' x 1½"	
		2"x2"x12'	
5.	POSTS: 10'x3" 10BWG. Gal. 2.7/8" Dia.	10'	
6.	POSTS: Galv. U-Channel	12'	
		8'	
		10'	
		6'	
7.	POSTS: Green U-Channel ribbed	10'	
		12'	
8.	POSTS: Poz-Loc System	12'	
9.	POSTS: Slipbase 10BWG TX DOT	12'	
10.	POSTS: Post ONLY 10BWG	12'x3"	
11.	POSTS: Wood Posts Painted White	4"x4"x10'	
12.	POSTS: Wood Post	4"x4"x12'	
13.	POSTS: Galv. Delineator Post	6'	
14.	POSTS: Green Delineator Post	6'	
15.	POSTS: Green U-Channel	8'	
16.	POSTS- Poz-Loc Post	8'	
17.	POSTS: Casting (Top part of Base for Slipbase Assembly) With Bolts & Keeper Plate		
18.	POSTS: Flange Base	2-3/8"	
19.	POSTS: Keeper Plate only (no hardware)		
20.	POSTS: Pozloc Wedge-Poz-Loc Wedge G210		
21.	POSTS: Socket & Wedge for Poz-Loc		
22.	POSTS: Socket 27" for Poz-Loc	27"	
23.	POSTS: Splice connector		
24.	POSTS: Ground Stub for Slip Base Assembly	3"x36"	
25.	POSTS: Wood Post 6' x 8" Dia. Dome -Top Wood Post, Dome Top Posts 8" Diameter	6'-3"	

26.	POSTS:VALVE MARKERS		
27.	Stub Post & Hardware		
28.	POST DRIVER- (manual)		
29.	BRACKET: Dome Cap	2"	
		3"	
30.	BRACKET: Back to Back Bracket	2"	
31.	BRACKET: Cross Bracket	5½"	
		12"	
32.	BRACKET: Post Round SIGN Bracket	2"	
		3"	
33.	BRACKET: Post Cap U-Channel		
34.	BRACKET: U Bolt Clamp	2"	
		3"	
35.	BRACKET: Post Cap 6" blade	3" x 5½"	
		2"x 5½"	
36.	BRACKET: Post Cap- 9" blade	2"x12"	
		3"x12"	
37.	BRACKET: Post Cap- flat	1- ¾ sq. post	
38.	BRACKET: Wing Bracket (all sign plate)	12"	
		18"	
		24	
39.	BRACKET: Wing Bracket (cantilever bracket)	16"	
		24"	
40.	BRACKET: Mast arm buckle bracket	16	
41.	LOCKNUTS		
42.	ANTI-THEFT BOLTS	5/16 x 2 ¼	
		5/16 x 1-3/4	
43.	ANTI-THEFT NUTS	5/16	
44.	BOLTS	5/16 x 2½ x 3	
45.	BOLTS	¼ x 2"	
46.	SCREWS FOR Brackets (blade holders)	¼"	
47.	ALLEN WRENCH TOOL	5"	
		12"	

DELINEATOR (NIGP Code: 550-08)

	Description of Items	Sizes	Price
1.	Delineator: Surface Mount Delineators including Epoxy	36"	
		48"	
2.	Delineator: Flexible Delineator, Orange or Yellow with 2 HIP Stripes & Butyl Pad	60"	
3.	Delineator: Flex Marker White Post w/ White or Yellow Reflector Stripe	66"	
4.	Delineator: Flex Delin. w/ stripe	72"	
5.	Guardrail Delineator-Steel 1-Way Yellow Guardrail Delineator..Bolt-On		

BARRICADE PANEL (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	10'	
2.	BARRICADE PANEL: Wood Panels, EG, SS: END OF ROAD (Red/White)	12'	
3.	BARRICADE PANEL: Plastic Barricade Panel DS HIP Orange and White	8'	
4.	BARRICADE PANEL: Plastic Barricade Panel, HIP, SS: Orange/White	8'	
5.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	8'	

BARRICADES (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	10'	
2.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	12'	
3.	BARRICADES: Type III Barricade End of Road- Wood EG S/S Red & White	8'	
4.	BARRICADES: Type I Plastic A-FRAME Barricade w/1 Panel & 2-Legs	8'	
5.	BARRICADES: Type III Plastic Break-Away Barricade, D/S Orange & White H/I	8'	
6.	BARRICADES: Type III Plastic Break-Away Barricade, S/S Orange & White H/I	8'	
7.	BARRICADES: Marker-	24"x 24"	
8.	BARRICADES: Temporary Barrier Fence Orange Temporary Mesh Barrier Fence	4'x100'	
9.	Quick Fence Safety System		

BARRICADE TAPES (NIGP Code: 550-72)

	Description Of Items	Sizes	Price
1.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (engineer grade)	
2.	BARRICADE TAPES: Barricade Tape Orange or White LEFT or RIGHT	8" x 50 Yd. (high intensity)	
3.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (high intensity)	

BARRELS (NIGP Code: 550-42)

	Description Of Items	Sizes	Price
1.	Barrel Tape- White Engineering Grade	4" x 50 yds	
		6" x 50 yds.	
2.	BARRELS: Barrel w Tire Ring Base		
3.	BARRELS: Tire Rings		
4.	BARRELS: VERTICAL PANELS Vertical Panels w/ H/I sheeting & 20 lb. base		

CONES (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	CONES: Cone Slim	18"	
2.	CONES: Cone w/ Collar	18"	
3.	CONES: Cone Slim	28"	
4.	CONES: Cone w/ Collar	28"	
5.	CONES: Reflective Collar	4"	
6.	CONES: Reflective Collar	6"	
7.	CONES: Channelizer for Caution Tape with Reflective Collars	42"	
8.	CONES: CONE SIGNS Snap on Cone Sign w/ wording.	12"x13"	

FLAGS

	Description Of Items	Sizes	Price
1.	FLAGS: Safety Flag with Stay	18" x 18"	
2.	FLAGS: Safety Flag with Stay	24x24	

MARKING TAPE (NIGP Code: 550-72)

	Description Of Items	Sizes	Price
1.	MARKING TAPE Conspicuity Tape - D/G. Red, Yellow or White.	3"x50 yds	
2.	MARKING TAPE: Barrier Tape	3"x1000'	
3.	MARKING TAPE: Caution Tape 3MIL	3"x1000'	
4.	MARKING TAPE: Conspicuity D/G. Red, Yellow or White.	2"x50 yds	
5.	MARKING TAPE: Conspicuity Tape D/G, Solid Red.	4"	
6.	MARKING TAPE: Conspicuity Tape D/G, red & white	2'x50 yds	
7.	MARKING TAPE: Conspicuity Strips D/G	2"x 18"	
8.	MARKING TAPE: Crosswalk Pavement Marking	12'x25yds.	

9.	MARKING TAPE: Fire Line -Do Not Cross.	3"x1000'	

REFLECTIVE TAPES (NIGP Code: 345-79)

1.	REFLECTIVE TAPE-General Purpose tape- Red, White , Yellow rolls	1"x 30" yd	
		2"X 30" yd	
		3"x 30" yd	

REFLECTORS (NIGP Code: 055-76)

	Description Of Items	Sizes	Price
1.	REFLECTORS: Block of Bituminous Marker Adhesive	100 lb	
2.	REFLECTORS: Barrier Reflector with 4" Single Side HIP Sheeting.	14"	
3.	REFLECTORS: D/S Concrete Barrier Markers..Yellow or White w/ 3"x4" HIP	16"	
4.	REFLECTORS: White S/S 3"x4" HIP Sheeting 16" S/S Concrete Barrier Marker	16"	
5.	REFLECTORS: .080 Reflector D-9-S Aluminum Delineator Reflectors. DG Yellow, White or Red.	4" x 4"	
6.	REFLECTORS: Plastic Pavement Marker Yellow Button Round	3"	
7.	REFLECTORS: Reflectors Round Plastic	3"	
8.	REFLECTORS: Rectangular Type A & C	3"x8"	

SPEED BUMP (NIGP Code: 550-79)

	Description Of Items	Sizes	Price
1.	SPEED BUMP: Speed Bumps with all hardware	10'	
		12"	
2.	SPEED BUMP: Black & Yellow Speed Bumps	6'	
3.	SPEED BUMP: Car Stops Yellow & Blk Recycled Rubber w/12" Spikes for Asphalt or Gravel	6'	
4.	SPEED BUMP- Cement Car Stop, (unpainted) with 12" Spikes for Asphalt or Cement.	6"	
5.	SPEED BUMP: Speed Bump Plastic	6'	
		9'	
6.	SPEED BUMP: Speed Bump Spikes	12" x 1/2"	

STANDS (NIGP Code: 801-12)

	Description Of Items	Sizes	Price
1.	STANDS: Big Buster Stand		
2.	STANDS: Little Buster portable stand		
3.	STANDS: Portable Stop 7' Stand Portable Stop Stand with a 7' Plastic X-Tube Upright, Yeti Rubber Foot with 4" Riser Stub, 24" HIP Stop Sign.		
4.	STANDS: Universal		
5.	STANDS: Zephyr Stand		
6.	FRAMES: Tripod for Construction Signs with Flag Holders	36"	
		48"	

PAVEMENT MARKING STENCIL (NIGP Code: 962-53)

	Description Of Items	Size	Letters	Stencil
1.	STENCIL: STOP (LETTERING) in Duro	36"		
		48"		
2.	STENCIL: Brass Interlocking Stencils	4"		
3.	STENCIL: Fire Lane Stencil	4"		
4.	STENCIL: No Parking Stencil	4"		
5.	STENCIL: Number Kit Maxi	4"		
6.	STENCIL: Wording kit	4"		
7.	STENCIL: Arrow - Duro	42"		
8.	STENCIL: Arrow - Max	42"		
9.	STENCIL: Arrow Kit, Standard Arrow Kit...One (1) arrow UP, One (1) Arrow Curved Tail	42"		
10.	STENCIL: Handicap Symbol Maxi	72"x63"		
		48x48		
11.	STENCIL: Fire Lane No Parking Duro Stencil	4"		

12.	STENCIL: Fire Lane No Parking Maxi Stencil	4"		

MISC.

	Description Of Items	Sizes	Price
1.	Clear Overlay - Stops-Graffiti Proof Overlay	24"	
		30"	
2.	Epoxy (Kit, pads, sticks)	1 gallon	
		5 gallon	
		4x4 pads	
		quick sticks	
3.	Slow Moving placard triangle .040 aluminum		
4.	Slow Moving decal triangle		
5.	Fence Sign Holder-Link Fence Sign Holder		
6.	Warning Triangles (Set of 3)	16"	
7.	Mast Arm Buckle Bracket	16"	
8.	Transfer Tape	1"	
		2"	
		4"	
		6"	
		8"	
		10"	
		12"	
		13"	
		14"	
		15"	
		16"	
		18"	
9.	TXDOT Placard (OSHA) DECALS	10" x 10"	
10.	TXDOT Placard (OSHA) .040 ALUMINUM	10" x 10"	

- Estimated Delivery Time for Standard (In-Stock) signs: _____
- Estimated Delivery Time for Non-Standard (Not-In Stock)

Small orders: _____ Large orders: _____

OTHER MISCELLANEOUS LIST

ON ALL ROAD SIGNS, POSTS & MISC. SUPPLIES NOT LISTED –HIDALGO COUNTY WILL RECEIVE _____% OFF Bidders catalog list prices.

All Applicable Catalogs with list prices must accompany any bids submitted

BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL: _____

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services
(Other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED EXP (Any one person) $ PERSONAL & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT $ OTHER THAN AUTO ONLY: EA ACC $ AGG $
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE $ AGGREGATE $ $ $ $
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU- ☐ OTHER TORY LIMITS E.L. EACH ACCIDENT $ E.L. DISEASE - EA EMPLOYEE $ E.L. DISEASE - POLICY LIMIT $
	OTHER				

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER:	CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us

Company Name:	**Telephone No. ( )**
dba Name:	
Legal Name:	
Mailing Address :	**Fax No. ( )**
Physical Address:	
City, State, Zip	**Tax I.D. No.**
Remit to Address :	**City, State, Zip**
E-Mail Address:	
Representative(s) Name(s) & Title(s)	

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____ Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

State Identification No._____ **(Please attached completed W-9 form with this application)**

Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ **Date:**_____ **Other:**

Type of Business (check one): _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker** _____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business: **Disadvantaged Business (At Least 51% Ownership)**

☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).: _____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
| | | | - | | | - | | | | |

or

Employer identification number
| | | - | | | | | | |

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or single-owner LLC	The owner [3]
For this type of account:	**Give name and EIN of:**
6. Sole proprietorship or single-owner LLC	The owner [3]
7. A valid trust, estate, or pension trust	Legal entity [4]
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

REQUIREMENTS AGREEMENT
C-13-013-00-00

THIS AGREEMENT (the "Agreement") is entered into as of the _____ byandbetween _____("Seller") and **Hidalgo County** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of **"Traffic Road Signs & Miscellaneous Equipment,"** as further described in Exhibit "A" (the "Products"). Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good 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 to Buyer, all of the Products that Buyer may require for use by Buyer in **"Traffic Road Signs & Miscellaneous Equipment,"** in the areas of Hidalgo County projects for a period of one (1) year commencing **April 21, 2013** and ending **April 20, 2014** and may be extended with the County's sole discretion for an additional one (1) year period, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the

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latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

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

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

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

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

If to Buyer: Hidalgo County
Attn: County Judge
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 Unites States mail.

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

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of

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the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

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

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

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

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

m. **Commitment of Current Revenues Only.** In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

n. **Purchasing Ethics.** Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any

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proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

HIDALGO COUNTY

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

Company:

By:_____

Printed Name:_____

Title:_____

Date:_____

APPROVED AS TO FORM:
ATLAS, HALL & RODRIGUES, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: _____

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EXHIBIT "B"
BID PAGE

HIDALGO COUNTY PURCHASING DEPARTMENT
TABULATION SHEET

DEPARTMENT/BID DESCRIPTION: *HIDALGO COUNTY (All Sources, Programs and Entities) "TRAFFIC ROAD SIGNS & MISC. EQUIPMENT"*

BID OPENING DATE: APRIL 10, 2013 | **BID OPENING TIME:** 9:30 A.M

BID NO: 2013-013-04-10-SMA | **BUYER:** Sandra Montalvo

REGULARTORY SIGNS
(NIGP Code: 801-40)

PARTICIPATING VENDOR(S)
DELTA SPECIALTY SUPPLY
Edinburg , Texas

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	STOP SIGN	R1-1	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
2.	YIELD SIGN	R1-2	30x30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
3.	TO ONCOMING TRAFFIC	R1-2ap	24x18	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			36x30	$38.63	$45.26	$69.15	$27.04	$31.68	$48.40
			48x36	$61.38	$71.99	$110.21	$49.49	$56.91	$83.71
4.	TO RAMP	R1-2bTP	21x15	$10.43	$12.64	$20.61	$7.30	$8.84	$14.42
			30x24	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
5.	TO TRAIN	R1-2cTP	21x15	$10.43	$12.64	$20.61	$7.30	$8.84	$14.42
			30x24	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
6.	ALL WAY	R1-3P	18x6	$3.61	$4.27	$6.66	$2.52	$2.98	$4.66
7.	YIELD HERE TO PEDESTRIANS (Symbol)	R1-5L(R)	36x36	$49.95	$57.90	$86.55	$35.00	$40.55	$60.75
8.	YIELD HERE TO PEDESTRIANS (Text)	R1-5aL(R)	18x24	$14.55	$17.25	$26.75	$10.18	$12.07	$18.75
			30x42	$49.95	$57.95	$86.55	$35.00	$40.55	$60.75
			36x48	$66.25	$76.85	$115.05	$46.37	$53.79	$80.53
9.	SPEED LIMIT	R2-1	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			30x36	$38.63	$45.26	$69.15	$27.04	$31.68	$48.40
			36x48	$70.70	$81.30	$119.59	$49.49	$56.91	$83.71
			48x60	$143.85	$216.32	$280.00	$100.70	$151.45	$196.00
10.	TRUCK SPEED LIMIT	R2-2	24X24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
11.	NO RIGHT TURN (SYMBOL)	R3-1	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$25.05
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
12.	NO LEFT TURN (SYMBOL)	R3-2	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
13.	NO TURNS	R3-3	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
14.	DO NOT PASS	R4-1	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
15.	SLOWER TRAFFIC KEEP RIGHT	R4-3	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
16.	TRUCKS USE RIGHT LANE	R4-5	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
17.	TRUCK LANE 500 FT	R4-6	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
18.	TRAFFIC KEEP RIGHT ARROW (Symbol)	R4-7	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
			24x.30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.64
19.	TRAFFIC KEEP LEFT (Symbol)	R4-8	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
			24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.64
20.	DO NOT ENTER	R5-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
21	WRONG WAY- (Red Back, White	R5-1a	30x18	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55

	Text)		36x24	$25.04	$30.32	$49.43	$17.52	$21.22	$34.60
			42x30	$46.50	$54.25	$82.95	$32.55	$37.97	$58.06
			48x36	$52.50	$63.11	$101.33	$36.75	$44.17	$70.93
22.	NO TRUCKS	R5-2	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
23.	ONE WAY (LEFT OR RIGHT)	R6-1R(L)	36x12	$12.65	$15.31	$24.86	$8.85	$10.71	$17.40
			54x18	$32.40	$38.99	$62.90	$22.68	$27.29	$44.03
24.	ONE WAY (left or right) w/ arrow	R6-2R(L)	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
			24x30	$22.04	$26.44	$42.38	$15.42	$18.52	$29.64
			30x36	$32.36	$38.99	$62.89	$22.65	$27.29	$44.02
			36x48	$52.50	$63.11	$101.33	$36.75	$44.17	$70.93
			48x60	$141.40	$162.65	$239.10	$98.98	$113.85	$167.37
25.	DIVIDED HIGHWAY	R6-3	30x24	$22.04	$26.44	$42.38	$15.42	$18.52	$29.64
			36x30	$38.63	$45.26	$69.15	$27.04	$31.68	$48.40
26.	NO PARKING ANY TIME W/ ARROW	R7-1 (L,R,DBL)	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
27.	NO PARKING 8:30AM TO 5:30PM W/ ARROW	R7-2 (L,R,DBL)	12X18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
28.	HANDICAP PARKING	R7-8	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
29.	HANDICAP PARKING W/ ARROW (R,L,DBL)(green/white)	R7-8A	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
30.	HANDICAP PARKING (blue / white)	R7-8B	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
31.	VAN ACCESSIBLE (green & white)	R7-8P	12x6	$2.46	$2.90	$4.50	$1.72	$2.03	$3.15
			18x9	$5.26	$6.24	$9.83	$3.68	$4.36	$6.88
32.	NO PARKING BUS STOP W/ ARROW	R7-107 (R,L,DBL)	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
			12x30	$10.45	$12.65	$20.65	$7.31	$8.85	$14.45
33.	NO PARKING BUS STOP SYMBOLS	R7-107A (R,L,DBL)	12x30	$10.45	$12.65	$20.65	$7.31	$8.85	$14.45
34.	NO PARKING ON PAVEMENT (OR VARIATION)	R8-1	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
35.	NO PARKING	R8-3	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
			24x30	$22.04	$26.44	$42.38	$15.42	$18.52	$29.64
36.	NO PARKING (SYMBOL)	R8-3A	36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
37.	EMERGENCY PARKING ONLY	R8-4	30x24	$22.04	$26.44	$42.38	$15.42	$18.52	$29.64
38.	DO NOT STOP ON TRACKS	R8-8	30x24	$22.04	$26.44	$42.38	$15.42	$18.52	$29.64
39.	NO PEDESTRIAN CROSSING (variations)	R9-3	12x18	$7.65	$8.99	$13.75	$5.35	$6.29	$9.62
40.	NO PEDESTRIAN CROSSING SYMBOL (VARIATIONS)	R9-3A	18x18	$9.57	$11.50	$18.66	$6.69	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
41.	CROSSWALK SIGNS (variations)	R10-1	12x18	$7.65	$8.99	$13.75	$5.35	$6.29	$9.62
42.	PUSH BUTTON FOR CROSSWALK W/ ARROW	R10-4bR(L)	9x12	$6.52	$7.84	$12.63	$4.56	$5.48	$8.84
43.	LEFT ON GREEN ARROW ONLY	R10-5	18x24	$13.30	$15.96	$25.59	$9.31	$11.17	$17.85
44.	STOP HERE ON RED W/ ARROW	R10-6	24x36	$25.02	$30.32	$49.43	$17.51	$21.22	$34.60
45.	DO NOT BLOCK INTERSECTION	R10-7	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
46.	PROTECTED LEFT ON GREEN ARROW	R10-9T	18x12	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
			36x24	$25.02	$30.36	$17.51	$34.60	$21.22	$34.60
47.	Left Or Right Turn Signal	R10-10L(R)	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
48.	No Turn On Red	R10-11	18x24	$14.55	$17.25	$26.75	$10.18	$12.07	$18.72
49.	Left Turn Yield On Green	R10-12	24x30	$24.25	$28.50	$44.50	$16.97	$19.95	$31.15
50.	Road Closed	R11-2	48x30	$51.25	$60.25	$91.87	$35.87	$42.17	$64.30
51.	Bridge Closed	R11-2aT	48x30	$51.25	$60.25	$91.87	$35.87	$42.17	$64.30
52.	Road Closed to Thru Traffic	R11-4	60x30	$66.15	$77.55	$118.75	$46.30	$54.28	$83.12
53.	Weight Limit Xx Tons	R12-1	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
54.	2 Hr Parking W/ Time (Or Variation)	R7-18 (DBL,R, L)	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
55.	No Dumping Allowed	R19-5	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
56.	Obey Warning Signs State Law	R20-3T	48x42	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
57.	Traffic Fines Double (Plaque, White Back, Black Text)...	R20-5T	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
	When Workers Are Present	R20-5ATP	24x12	$9.25	$10.95	$17.35	----	-----	----
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66

58.	Tow Away Zone (Text Or Symbol)	R7-201P (aP)	12x6	$2.46	$2.90	$4.50	$1.72	$2.03	$3.15
59.	Street Name Signs (legend to be on both sides)		6x18	$7.65	$8.95	$13.95	$5.35	$6.26	$9.76
			6x24	$10.50	$11.99	$18.25	$7.35	$8.39	$12.77
			6x30	$12.85	$15.15	$22.95	$8.99	$10.60	$16.06
			6x36	$13.00	$17.95	$27.50	$9.10	$12.56	$19.95
			12X6	$5.50	$6.75	$9.95	$3.85	$4.72	$6.96
			12X9	$13.25	$15.75	$25.50	$9.27	$11.02	$17.85
			18x6	$7.50	$8.75	$13.50	$5.25	$6.12	$9.45
			18x9	$10.65	$12.50	$19.85	$7.45	$8.75	$13.89
			24x6	$8.85	$10.75	$17.00	$6.19	$7.52	$11.90
			24x9	$13.00	$15.75	$25.25	$9.10	$12.56	$19.25
			30x6	$10.95	$13.25	$21.25	$7.66	$9.27	$14.87
			30x9	$16.10	$19.45	$27.50	$11.27	$13.61	$19.25
			36x6	$13.10	$15.75	$25.26	$9.17	$11.02	$17.68
			36x9	$19.25	$23.25	$32.85	$13.47	$16.27	$22.99
			48x9	$25.50	$30.70	$39.50	$17.85	$21.49	$27.65

WARNING SIGNS (NIGP Code: 801-83)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	DELINEATOR (Left Or Right)	H1-1L(R)	12x36	$12.65	$15.31	$24.86	$8.85	$10.71	$7.40
2.	CAUTION DEAF CHILD AT PLAY (yellow back, black text)	N-8	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
3.	SLOW (yellow back, black text)	N-11	24x24	$16.66	$20.19	$32.93	$11.60	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
4.	DEAF CHILD AREA –(yellow back, black text)	N-12	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
5.	CAUTION	N-17	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
6.	NEIGHBORHOOD WATCH	CW-G-120RA5	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
7.	CURVE SYMBOL–(sharp right or left)	W1-1R(L)	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$168.35	$66.66	$76.57	$112.24
8.	CURVE SYMBOL- (left or right)	W1-2R(L)	18x18	$9.51	$11.50	$13.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
9.	CURVE SYMBOL –(sharp left, sharp right)	W1-3R (L)	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
10.	ARROW SYMBOL –(left or right)	W1-6R(L)	24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x24	$40.98	$48.05	$73.53	$28.68	$33.63	$51.47
			60x30	$66.15	$77.55	$118.75	$46.30	$54.28	$83.12
11.	DOUBLE ARROW SYMBOL	W1-7	24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x24	$40.98	$48.05	$73.53	$28.68	$33.63	$51.47
			60x30	$66.15	$77.55	$118.75	$46.30	$54.28	$83.12
12.	CHEVRON –(left or right)	W1-8R (L)	12x18	$6.79	$8.12	$12.90	$4.75	$5.68	$9.03
			18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			30x36	$38.63	$45.26	$69.15	$27.04	$31.68	$48.40
			36x48	$61.38	$71.99	$110.21	$42.96	$50.39	$77.14
13.	CROSSROAD Symbol	W2-1	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88

			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
14.	T-INTERSECTION SYMBOL– (left or right)	W2-2 R (L)	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
15.	T- symbol	W2-4	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
16.	Y- symbol	W2-5	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
17.	STOP AHEAD -symbol	W3-1	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
18.	YIELD AHEAD symbol	W3-2	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
19.	STOP SIGNAL AHEAD-symbol	W3-3	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
20.	MERGE RIGHT or LEFT symbol	W4-1R(L)	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
21.	LANE ENDS RIGHT OR LEFT	W4-2R(L)	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
22.	ROAD NARROWS	W5-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
23.	NARROW BRIDGE	W5-2	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
24.	MEDIAN SYMBOL	W6-1	36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
25.	TWO WAY TRAFFIC	W6-3	36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
26.	BUMP	W8-1	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
27.	DIP	W8-2	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
28.	PAVEMENTS ENDS	W8-3	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
29.	TRUCK CROSSING (text)	W8-6	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
30.	Watch for ICE on Bridge	W8-13T (folding sign)	36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.88
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
31.	Slow Children	W9-11	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
32.	Slow Children at Play	W9-12	18x24	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
33.	Watch Children	W9-13	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05

			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.88
34.	Railroad Crossing (symbol)	W10-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x30	$38.63	$45.26	$69.15	$27.04	$31.68	$48.40
35.	Pedestrian Crossing (symbol)	W11-2	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
36.	Handicap -symbol-yellow back, black diamond.	W11-9	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
37.	TRUCK CROSSING (symbol)	W11-10L(R)	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x6	$6.52	$7.84	$12.63	$4.56	$5.48	$8.84
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
38.	HEIGHT symbol- (yellow back, black text. Diamond)	W12-2	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
39.	LOW CLEARANCE- yellow back, black text	W12-2TP	24x18	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
40.	35 MPH	W13-1	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
41.	DEAD END	W14-1	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
42.	NO OUTLET	W14-2	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
43.	DEAD END	W14-1aR (L)	24x6	$4.41	$5.30	$8.48	$3.08	$3.71	$5.93
			36x8	$12.65	$15.31	$24.86	$8.85	$10.71	$17.40
44.	AHEAD	W16-9P	24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x18	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
			36x24	$25.02	$30.32	$49.43	$17.51	$21.22	$34.60
45.	BRIDGE OUT–(080 aluminum.- yellow back, black text. diamond.)	W42-3	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80

CONSTRUCTION SIGNS (NIGP Code: 801-40)

Description of Items		TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	DETOUR	M4-8	12x6	$2.46	$2.90	$4.50	$1.72	$2.03	$3.15
			24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x15	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
2.	END	M4-8b	24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x15	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
3.	DETOUR- text & symbol, right, up arrow	M4-9R(L)	30x24	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x36	$70.70	$81.30	$119.59	$49.49	$56.91	$83.71
			60x48	$141.40	$162.65	$239.10	$98.98	$113.85	$167.37
		M4-9S	30x24	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x36	$70.70	$81.30	$119.59	$49.49	$56.91	$83.71
			60x48	$141.40	$162.65	$239.10	$98.98	$113.85	$167.37
4.	BUMP	CW8-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
5.	DIP	CW8-2	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
6.	PAVEMENT ENDS	CW8-3	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.80
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
7.	WATCH FOR ICE ON BRIDGE	CW8-13T	36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05

			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
8.	ARROW (pointing down)	CW12-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
9.	LOW CLEARANCE	CW12-2TP	24x18	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
10.	DEAD END	CW14-1	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
11.	ARROW SIGN (pointing down)	CW16-7PL (R)	21x15	$10.43	$12.64	$20.61	$7.30	$8.84	$14.42
			24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x18	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
12.	ROAD WORK AHEAD	CW20-1D	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
			60x60	$58.50	$64.65	$98.95	$40.95	$45.25	$69.26
13.	ROAD CLOSED AHEAD	CW20-3D	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
14.	FLAGGER AHEAD	CW20-7Ad	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
15.	WORKERS symbol	CW21-1aT	24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
16.	WORKERS AHEAD (text)	CW21-1bT	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
17.	FRESH OIL & FRESH TAR	CW21-2	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
18.	ROAD MACHINERY AHEAD	CW21-3D	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
19.	MOWERS AHEAD	CW21-9T	30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24
20.	Hand Paddles & Handles	Stop/Stop Paddle w/6 in. handle	18"	$14.84	----	----	----	----	----
			24"	$34.15	----	----	----	----	----
		Stop/Slow Paddle w/6 in. handle	18"	$14.84	----	----	----	----	----
			24	$37.38	----	----	----	----	----
21.	Hand Paddles & Handles	Stop/Stop Paddle w/ handle 60in PVC pole Staff	18"	$36.96	----	----	----	----	----
			24"	$48.50	----	----	----	----	----
		Stop/Slow Paddle w/ handle 60in PVC pole Staff	18"	$32.20	----	----	----	----	----
			24"	$49.42	----	----	----	----	----
22.	ROLL-UP VINYL SIGNS-legends needed for rollup signs (including rib w/orange back ground) will be as follows but not limited to (i.e. road construction ahead, mowers ahead, right lane closed ahead, men working ahead, right & left land closed ahead, end road work, flagman, fresh oil, liter pickup, merge left or right, ramp closed, be prepared to stop, stop sign)		36x36	Non 40.60 Ref 79.80	----	----			
			48x48	Non 48.95 Ref 116.20	----	----			
23.	ROLL-UPS:Corner Pocket-Corner Pocket (Plastic)			$4.20	----	----			
24.	ROLL-UPS:Flag Holder System-Flag Holder System			$6.80	----	----			
25.	ROLL-UPS:Left Overlay-Left Velcro Overlay			$24.25	----	----			
26.	ROLL-UPS:OVERLAYS- Overlay for Roll-Up signs			$11.70	----	----			
27.	Complete Set Roll-Up Sign with Universal Stand Non- reflective.			SIZE 48" x 48"			PRICE $154.00		

SCHOOL SIGNS (NIGP Code: 801-83)

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	School Crossing Advance Symbol -Pedestrians walking (green fluorescent back, black)	S1-1	30x30	$38.63	$45.36	$73.44	$27.04	$31.68	$48.40
			36x36	$46.30	$54.25	$88.07	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$169.50	$66.66	$76.57	$112.24
2.	School Bus Stop Ahead-symbol (green fluorescent back, black)	S3-1	30x30	$38.63	$45.36	$73.44	$27.04	$31.68	$48.40
			36x36	$46.30	$54.25	$88.07	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$169.50	$66.66	$76.57	$112.24
3.	School Bus Stop Ahead (green fluorescent back, black text)	S3-1T	30x30	$38.63	$45.36	$73.44	$27.04	$31.68	$48.40
			36x36	$46.30	$54.25	$88.07	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$169.50	$66.66	$76.57	$112.24
4.	School Bus Turn Ahead (green fluorescent back, black text)	S3-2	30x30	$38.63	$45.36	$73.44	$27.04	$31.68	$48.40
			36x36	$46.30	$54.25	$88.07	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$169.50	$66.66	$76.57	$112.24
5.	7:30-8:30AM 2:30-3:30PM (white back, black text)	S4-1P	24x10	$10.43	$12.64	$20.61	$7.30	$8.84	$14.42
			36x18	$22.05	$26.50	$42.99	$15.44	$18.55	$29.68
			48x24	$40.98	$48.05	$73.54	$28.68	$33.63	$51.47
6.	When Children are Present (white back, black text)	S4-2P	24x10	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x24	$40.98	$48.05	$73.54	$28.68	$33.63	$51.47
7.	School (green fluorescent back, black text)	S4-3P	24x8	$10.43	$12.64	$20.61	$7.30	$8.84	$14.42
			36x12	$12.65	$15.31	$24.86	$8.85	$10.71	$17.40
			48x16	$41.65	$48.75	$74.50	$29.15	$43.15	$52.15
8.	When Flashing (white back, black text)	S4-4P	24x10	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x24	$40.98	$48.05	$73.54	$28.68	$33.63	$51.47
9.	School Speed Limit Sign W/When Flashing	S5-1	24x48	$45.98	$53.05	$82.53	$32.16	$37.13	$57.77
			36x72	$152.25	$175.15	$257.50	$106.57	$122.60	$180.25
			48x96	$199.44	$227.70	$329.65	$139.60	$159.39	$230.75
10.	End School Zone	S5-2	24x30	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			36x48	$61.38	$71.99	$110.21	$42.96	$50.39	$77.14
11.	End School Zone	S5-2aTP	24x10	$9.25	$10.95	$42.38	$6.47	$7.66	$12.14
12.	Cell Phone Use Prohibited up to $200 Fine	S7-1T	24x18	$13.30	$15.96	$25.51	$9.31	$11.17	$17.85
			36x18	$22.04	$26.46	$42.38	$15.42	$18.52	$29.66
			48x36	$61.38	$71.99	$110.21	$42.96	$50.39	$77.14
13.	500 FEET	SW16-2P	24x18	$13.30	$15.96	$27.23	$9.31	$11.17	$17.85
			30x24	$22.04	$26.46	$45.24	$15.42	$18.52	$29.66
14.	Arrow(pointing down)	SW16-7PL(R)	21x15	$10.43	$12.64	$22.04	$7.30	$8.84	$14.42
			24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x18	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
15.	AHEAD	SW16-9P	24x12	$9.25	$10.95	$17.35	$6.47	$7.66	$12.14
			30x18	$10.25	$13.80	$26.50	$7.17	$9.66	$18.55
			36x24	$25.02	$30.32	$52.86	$17.51	$21.22	$34.60
16.	YIELD TO PEDESTRIANS green fluorescent back, black & red text	R1-6	12x36	$12.65	$15.31	$26.58	$8.85	$10.71	$17.40
17.	Bicycle Symbol	W11-1	18x18	$9.51	$11.50	$18.66	$6.65	$8.05	$13.06
			24x24	$16.66	$20.19	$32.93	$11.66	$14.13	$23.05
			30x30	$25.84	$31.36	$51.26	$18.08	$21.95	$35.88
			36x36	$46.30	$54.25	$82.93	$32.41	$37.97	$58.05
			48x48	$95.24	$109.39	$160.35	$66.66	$76.57	$112.24

OBJECT MARKERS

	Description of Items	TxDot Code	Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	OBJECT MARKERS YELLOW - Object Marker W/ 9 Yellow Reflectors	OM1-1	18x18	$25.00	$29.00	$35.00	N/B	N/B	N/B
2.	OBJECT MARKERS: YELLOW - Object Marker W/ 3 Yellow Reflectors	OM2-1V	12x6	$12.95	$16.95	$23.00	N/B	N/B	N/B
3.	OBJECT MARKERS: EGP - Bridge Marker (Yellow/Black Stripes)Left Or Right	OM-3R(L)	36x12	$12.65	$15.31	$26.58	$8.85	$10.71	$17.40
4.	OBJECT MARKERS: EGP - Bridge Marker (yellow/black chevrons) center	OM-3C	36x12	$12.65	$15.31	$26.58	$8.85	$10.71	$17.40
5.	OBJECT MARKERS: RED – End of Roadway Marker- Barricade Markers W/ 9 Red Reflectors	OM4-1	18x18	$25.00	$29.00	$35.00	N/B	N/B	N/B
6.	OBJECT MARKERS: RED – End of Roadway Marker- Black W/ 9 Red Reflectors	OM4-2	18x18	$25.00	$29.00	$35.00	N/B	N/B	N/B
7.	VERTICAL PANELS		12x24	$53.10	$58.95	$81.50	$37.10	$41.30	$57.10
			12x36	$44.60	$47.95	$69.50	$31.25	$33.60	$48.70
			8x24	$67.95	$71.50	$86.50	$47.60	$50.10	$60.60
			18x24	N/B	N/B	N/B	N/B	N/B	N/B

SPECIALTY SIGNS .080 ALUMINUM (NIGP Code: 801-40)

	Description of Items	Single or Double Face	Sizes	Category-A New Signs			Category- B Re-Facing of Signs		
				Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Specialty Signs	S/F	2"x16"	$2.96	$3.48	$5.40	$2.07	$2.43	$3.78
		D/F	2"x16"	$3.46	$4.50	$7.80	$2.42	$3.15	$5.46
2.	Specialty Signs	S/F	4'x8'	$150.00	$195.00	$295.00	$105.00	$136.50	$206.50
		D/F	4'x8'	$200.00	$275.00	$485.00	$140.00	$192.50	$339.50
3.	Specialty Signs	S/F	5"x5"	$2.90	$3.40	$5.35	$2.03	$2.38	$3.74
		D/F	5"x5"	$3.40	$4.45	$7.75	$2.38	$3.11	$5.42
4.	Specialty Signs	S/F	6"x12"	$3.70	$4.35	$6.75	$2.59	$3.04	$4.72
		D/F	6"x12"	$4.32	$5.48	$9.72	$3.02	$3.83	$6.80
5.	Specialty Signs	S/F	9"x30"	$10.10	$11.75	$17.70	$7.07	$8.22	$12.39
		D/F	9"x30"	$13.25	$16.50	$28.40	$9.27	$11.55	$19.88
6.	Specialty Signs	S/F	12' X 3'	$175.00	$220.00	$335.00	$122.50	$154.00	$234.50
		D/F	12' X 3'	$225.00	$310.00	$550.00	$157.50	$217.00	$385.00
7.	Specialty Signs	S/F	12"x 9"	$8.55	$9.85	$14.65	$5.98	$6.89	$10.25
		D/F	12"x 9"	$10.99	$13.65	$23.19	$7.69	$9.55	$16.23
8.	Specialty Signs	S/F	12"x18"	$8.80	$10.15	$14.90	$6.16	$7.10	$10.43
		D/F	12"x18"	$10.70	$13.10	$21.50	$7.49	$9.17	$14.84
9.	Specialty Signs	S/F	12"x 24"	$13.50	$15.75	$24.65	$9.45	$11.02	$17.25
		D/F	12"x 24"	$16.85	$20.90	$34.15	$11.79	$14.63	$23.90
10.	Specialty Signs	S/F	18"x12"	$8.80	$10.15	$14.90	$6.16	$7.10	$10.43
		D/F	18"x12"	$10.70	$13.10	$21.50	$7.49	$9.17	$15.05
11.	Specialty Signs	S/F	18"x 18"	$11.57	$13.50	$21.66	$8.09	$9.45	$15.16
		D/F	18"x 18"	$14.50	$22.85	$31.50	$10.15	$15.99	$22.05
12.	Specialty Signs	S/F	18"x24"	$15.30	$17.96	$27.51	$10.71	$12.57	$19.25
		D/F	18"x24"	$19.15	$23.75	$40.65	$13.40	$16.62	$28.45
13.	Specialty Signs	S/F	18"x 30"	$21.96	$25.50	$35.50	$15.37	$17.85	$24.85
		D/F	18"x 30"	$26.75	$31.50	$48.65	$18.72	$22.05	$34.05
14.	Specialty Signs	S/F	18"x 6"	$5.61	$6.27	$8.66	$3.92	$43.89	$6.06
		D/F	18"x 6"	$7.25	$8.50	$13.65	$5.07	$5.95	$9.55
15.	Specialty Signs	S/F	18"x 9"	$7.26	$8.24	$11.83	$5.08	$5.76	$8.28
		D/F	18"x 9"	$8.70	$10.45	$16.80	$6.09	$7.31	$11.76

16.	Specialty Signs	S/F	24"x12"	$13.50	$15.75	$24.65	$9.45	$11.02	$17.25
		D/F	24"x12"	$16.85	$20.90	$34.15	$11.79	$14.63	$23.90
17.	Specialty Signs	S/F	24"x18"	$15.30	$17.96	$27.51	$10.71	$12.57	$19.25
		D/F	24"x18"	$19.15	$23.75	$40.65	$13.40	$17.33	$28.45
18.	Specialty Signs	S/F	24"x24"	$18.66	$22.19	$34.93	$13.06	$15.53	$24.45
		D/F	24"x24"	$23.65	$29.90	$52.41	$16.55	$20.93	$36.68
19.	Specialty Signs	S/F	24"x30"	$24.50	$28.50	$44.50	$17.15	$19.95	$31.15
		D/F	24"x30"	$30.70	$38.10	$66.35	$21.49	$26.67	$46.44
20.	Specialty Signs	S/F	24"x36"	$27.10	$32.50	$51.50	$18.97	$22.75	$36.05
		D/F	24"x36"	$34.55	$44.02	$77.75	$24.18	$30.81	$54.42
21.	Specialty Signs	S/F	30"x30"	$28.00	$33.50	$51.50	$19.60	$23.45	$36.05
		D/F	30"x30"	$35.80	$45.55	$78.85	$25.06	$31.88	$55.19
22.	Specialty Signs	S/F	30"x24"	$24.50	$28.50	$44.50	$17.15	$19.95	$31.15
		D/F	30"x24"	$30.70	$38.10	$66.35	$21.49	$26.67	$46.44
23.	Specialty Signs	S/F	36"x12"	$14.75	$17.50	$25.00	$10.32	$12.25	$17.50
		D/F	36"x12"	$18.50	$23.50	$38.15	$12.95	$16.45	$26.20
24.	Specialty Signs	S/F	36"x36"	$38.50	$42.25	$66.00	$26.95	$29.57	$46.20
		D/F	36"x36"	$49.75	$59.55	$105.33	$34.82	$41.68	$73.73
25.	Specialty Signs	S/F	48"x48"	$75.50	$89.50	$140.50	$52.85	$62.65	$98.35
		D/F	48"x48"	$95.50	$120.85	$210.50	$66.85	$84.59	$147.00
26.	Specialty Signs	S/F	48"x72"	$145.00	$190.00	$290.00	$101.50	$133.00	$203.00
		D/F	48"x72"	$217.50	$285.00	$435.00	$152.25	$199.50	$304.50
27.	Specialty Signs	S/F	48"x96"	$150.00	$195.00	$295.00	$105.00	$136.50	$206.50
		D/F	48"x96"	$200.00	$275.00	$485.00	$140.00	$192.50	$339.50
28.	Specialty Signs	S/F	60"x48"	$140.00	$185.00	$285.00	$98.00	$129.50	$99.50
		D/F	60"x48"	$190.00	$265.00	$475.00	$133.00	$185.00	$297.50
29.	Specialty Signs	S/F	72"x36"	$60.10	$70.75	$108.95	$42.07	$49.52	$76.26
		D/F	72"x36"	$90.00	$106.25	$163.45	$63.00	$74.37	$114.41
30.	Specialty Signs	S/F	72"x48"	$145.00	$190.00	$290.00	$101.50	$133.00	$203.00
		D/F	72"x48"	$217.50	$285.00	$435.00	$152.25	$199.50	$304.50
31.	Specialty Signs	S/F	96"x36"	$110.00	$136.25	$212.75	$77.00	$95.37	$148.92
		D/F	96"x36"	$165.00	$204.50	$319.15	$115.50	$143.15	$223.40
32.	Specialty Signs	S/F	96"x48"	$150.00	$195.00	$295.00	$105.00	$136.50	$206.50
		D/F	96"x48"	$200.00	$275.00	$485.00	$140.00	$192.50	$339.50
33.	Project signs-Plywood	S/F	4"x8"	$150.00	$185.00	$250.00	$105.00	$129.50	$175.00
		D/F	4"x8"	$200.00	$265.00	$285.00	$140.00	$185.50	$199.50

Description of Items		Sizes	Category-A New Signs			Category- B Re-Facing Of Signs		
			Reflective	High Intensity	Diamond Grade	Reflective	High Intensity	Diamond Grade
1.	Blank sign	6x12	$2.17	$2.76	$4.24	$1.65	$2.00	$3.07
2.	Blank sign	6x18	$3.20	$3.84	$6.23	$2.50	$2.80	$4.46
3.	Blank sign	6x24	$3.86	$4.66	$7.93	$2.80	$3.46	$5.65
4.	Blank sign	6x30	$4.76	$5.86	$9.84	$3.47	$4.22	$6.97
5.	Blank sign	6x36	$5.68	$7.01	$11.79	$4.06	$4.87	$8.35
6.	Blank sign	6x48	$8.09	$9.86	$16.23	$5.75	$7.01	$11.56
7.	Blank sign	9x12	$5.68	$7.01	$11.79	$4.06	$4.87	$8.35
8.	Blank sign	9x18	$4.63	$5.62	$9.20	$3.44	$4.07	$6.58
9.	Blank sign	9x24	$5.64	$6.97	$11.75	$4.10	$5.05	$8.45
10.	Blank sign	9x30	$6.98	$8.65	$14.61	$5.05	$6.25	$10.50
11.	Blank sign	9x36	$8.36	$10.35	$17.51	$5.95	$7.75	$12.75
12.	Blank sign	9x48	$11.05	$13.70	$23.26	$8.00	$9.75	$16.75
13.	Blank sign	18x12	$5.95	$7.28	$15.78	$4.46	$5.50	$11.80
14.	Blank sign	18x18	$8.27	$10.26	$17.42	$5.90	$7.45	$12.87
15.	Blank sign	18x24	$11.66	$14.31	$23.87	$8.80	$10.50	$16.95
16.	Blank sign	21x15	$9.05	$11.26	$19.23	$6.50	$8.00	$13.75
17.	Blank sign	24x18	$11.66	$14.31	$23.87	$8.50	$10.75	$16.85
18.	Blank sign	24x24	$14.47	$18.01	$30.75	$10.45	$12.85	$21.95
19.	Blank sign	24x30	$19.31	$22.73	$39.65	$14.00	$16.10	$28.25
20.	Blank sign	24x36	$21.74	$27.04	$46.15	$15.50	$19.25	$32.60
21.	Blank sign	30x30	$22.41	$27.94	$47.84	$15.80	$19.75	$34.70
22.	Blank sign	30x36	$28.25	$34.88	$58.77	$19.95	$24.65	$41.45
23.	Blank sign	36x12	$11.01	$13.66	$23.22	$7.85	$9.75	$16.85

24.	Blank sign	36x36	$31.41	$42.37	$71.03	$22.35	$29.95	$49.90
25.	Blank sign	36x48	$45.94	$56.55	$94.77	$32.50	$39.75	$66.70
26.	Blank sign	48x9	$11.87	$14.52	$24.08	$8.50	$10.35	$17.00
27.	Blank sign	48x24	$28.94	$36.01	$61.49	$20.70	$25.65	$43.45
28.	Blank sign	48x48	$60.61	$74.75	$125.71	$42.60	$52.50	$88.45
29.	Blank sign	48x96	$114.13	$142.42	$244.34	$80.10	$99.90	$174.00
30.	Blank sign	60x24	$38.29	$47.18	$78.98	$27.00	$33.50	$55.65
31.	ADA Men Restroom Sign W/Symbol	9x6	$12.90					
32.	ADA Unisex Restroom Sign W/Symbol	9x6	$12.90					
33.	ADA Women Restroom Signs W/Symbol	9x6	$12.90					

Description Of Items		Sizes	Price
1.	Lettering on Door Glass (Including installation, County seal, names, suite & phone number)	Std. 30"	$120.00
2.	Decals	11 ½" x16"	$16.95
3.	Municipal Emblems (pressure sensitive)		$16.95
4.	Door Graphics- Non-Reflective Installation included…	30" x 24"	$95.00

VEHICLE LETTERING(NIGP Code: 225-26)

1.	VEHICLE LETTERING: Vehicle Lettering 2-Door Lettering 2-Door, Non-Reflective, Including Installation	24" x 18"	$120.00
2.	VEHICLE LETTERING: Vehicle Lettering Tailgate- Non-Reflective, Including Installation	48" x 12	$90.00

Description of Items		Sizes	Price
1.	Pavement Markers 2- Way without Adhesive.	4"x4"	$1.25
2.	Pavement Markers 1-Way With Adhesive	4"x4"	$2.70
3.	Pavement Markers 2- Way With Adhesive	4"x4"	$2.80
4.	Ceramic Pavement Marker without Adhesive. White or Yellow	4"	$ .80
5.	Plastic Pavement Buttons without Adhesive. White.	4"	$ .54
6.	Plastic Pavement Marker without Adhesive. Yellow	4"	$ .58
7.	Butyl Pads (Adhesive for Pavement Markers)	4"x4"	$ .86
8.	Ceramic Button without Reflector White or Yellow.	6"x6"	$12.60
9.	Qwik Stix Adhesive Bar		$25.00
10.	Rumble Strip w/o Adhesive- yellow	4"x24"	$10.55
11.	Jiggle Bars	6'x6'	$8.40

Description Of Items		Sizes	Price
1.	POSTS: Post Galv. G90	8'	$13.80
		10'	$16.85
		12'	$20.25
2.	POSTS: Poz-Loc (Includes Post, Socket & Wedge)	10'	$34.75
3.	POSTS: Slipbase Assembly System	10'	$165.50
4.	POSTS: Sq.Tubing	10' x 1½"	$25.10
		2"x2"x12'	$28.50
5.	POSTS: 10'x3" 10BWG. Gal. 2.7/8" Dia.	10'	$56.00
6.	POSTS: Galv. U-Channel	12'	$32.55
		8'	$21.75
		10'	$27.15
		6'	$16.30
7.	POSTS: Green U-Channel ribbed	10'	$22.58
		12'	$28.19
8.	POSTS: Poz-Loc System	12'	$37.50
9.	POSTS: Slipbase 10BWG TX DOT	12'	$174.85
10.	POSTS: Post ONLY 10BWG	12'x3"	$65.95

11.	POSTS: Wood Posts Painted White	4"x4"x10'	$33.95
12.	POSTS: Wood Post	4"x4"x12'	$39.95
13.	POSTS: Galv. Delineator Post	6'	$9.60
14.	POSTS: Green Delineator Post	6'	$7.90
15.	POSTS: Green U-Channel	8'	$18.10
16.	POSTS- Poz-Loc Post	8'	$13.80
17.	POSTS: Casting (Top part of Base for Slipbase Assembly) With Bolts & Keeper Plate		$51.95
18.	POSTS: Flange Base	2-3/8"	$21.00
19.	POSTS: Keeper Plate only (no hardware)		$1.50
20.	POSTS: Pozloc Wedge-Poz-Loc Wedge G210		$3.24
21.	POSTS: Socket & Wedge for Poz-Loc		$14.15
22.	POSTS: Socket 27" for Poz-Loc	27"	$10.80
23.	POSTS: Splice connector		$10.50
24.	POSTS: Ground Stub for Slip Base Assembly	3"x36"	$57.50
25.	POSTS: Wood Post 6' x 8" Dia. Dome -Top Wood Post, Dome Top Posts 8" Diameter	6'-3"	$49.00
26.	POSTS:VALVE MARKERS		$18.95
27.	Stub Post & Hardware (u-channel green)		$8.50
28.	POST DRIVER- (manual)		$54.00
29.	BRACKET: Dome Cap	2"	$1.00
		3"	$2.50
30.	BRACKET: Back to Back Bracket	2"	$5.20
31.	BRACKET: Cross Bracket	5½"	$4.20
		12"	$12.60
32.	BRACKET: Post Round SIGN Bracket	2"	$4.95
		3"	$12.85
33.	BRACKET: Post Cap U-Channel		5 ½ " --$4.20 12"-- $12.85
34.	BRACKET: U Bolt Clamp	2"	$4.20
		3"	$12.85
35.	BRACKET: Post Cap 6" blade	3" x 5½"	$6.30
		2"x 5½"	$4.20
36.	BRACKET: Post Cap- 9" blade	2"x12"	$12.85
		3"x12"	$15.85
37.	BRACKET: Post Cap- flat	1- ¾ sq. post	$3.95
38.	BRACKET: Wing Bracket (all sign plate)	12"	$8.75
		18"	$10.85
		24	$14.85
39.	BRACKET: Wing Bracket (cantilever bracket)	16"	$12.15
		24"	$30.65
40.	BRACKET: Mast arm buckle bracket	16	$16.95
41.	LOCKNUTS		$ .06
42.	ANTI-THEFT BOLTS	5/16 x 2 ¼	$27.30
		5/16 x 1-3/4	$32.35
43.	ANTI-THEFT NUTS	5/16	$30.73
44.	BOLTS	5/16 x 2½ x 3	$ .41
45.	BOLTS	¼ x 2"	$ .47
46.	SCREWS FOR Brackets (blade holders)	¼"	$ .25
47.	ALLEN WRENCH TOOL	5"	$5.95
		12"	No bid

	Description of Items	Sizes	Price
1.	Delineator: Surface Mount Delineators including Epoxy	36"	$23.20
		48"	$25.95
2.	Delineator: Flexible Delineator, Orange or Yellow with 2 HIP Stripes & Butyl Pad	60"	$16.15
3.	Delineator: Flex Marker White Post w/ White or Yellow Reflector Stripe	66"	$14.75

4.	Delineator: Flex Delin. w/ stripe	72"	$20.30
5.	Guardrail Delineator-Steel 1-Way Yellow Guardrail Delineator..Bolt-On		$8.00

	Description Of Items	Sizes	Price
1.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	10'	$31.00
2.	BARRICADE PANEL: Wood Panels, EG, SS: END OF ROAD (Red/White)	12'	$35.00
3.	BARRICADE PANEL: Plastic Barricade Panel DS HIP Orange and White	8'	$48.00
4.	BARRICADE PANEL: Plastic Barricade Panel, HIP, SS: Orange/White	8'	$38.00
5.	BARRICADE PANEL: Wood Barricade Panels, EG, SS: END OF ROAD (Red/White)	8'	$26.00

	Description Of Items	Sizes	Price
1.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	10'	$195.00
2.	BARRICADES: Type III Barricade End of Road- Wood S/S Red & White	12'	$215.00
3.	BARRICADES: Type III Barricade End of Road- Wood EG S/S Red & White	8'	$170.00
4.	BARRICADES: Type I Plastic A-FRAME Barricade w/1 Panel & 2-Legs	8'	$107.20
5.	BARRICADES: Type III Plastic Break-Away Barricade, D/S Orange & White H/I	8'	$210.00
6.	BARRICADES: Type III Plastic Break-Away Barricade, S/S Orange & White H/I	8'	$180.00
7.	BARRICADES: Marker-	24"x 24"	$25.00
8.	BARRICADES: Temporary Barrier Fence Orange Temporary Mesh Barrier Fence	4'x100'	$40.00
9.	Quick Fence Safety System		20 lbs--$298.00 30 lbs--$349.00

	Description Of Items	Sizes	Price
1.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (engineer grade)	$119.00
2.	BARRICADE TAPES: Barricade Tape Orange or White LEFT or RIGHT	8" x 50 Yd. (high intensity)	$245.00
3.	BARRICADE TAPES: Barricade Tape Red & White LEFT or RIGHT	8" x 50 Yd. (high intensity)	$245.00

BARRELS (NIGP Code: 550-42)

	Description Of Items	Sizes	Price
1.	Barrel Tape- White Engineering Grade	4" x 50 yds	$82.95
		6" x 50 yds.	$89.50
2.	BARRELS: Barrel w Tire Ring Base		$46.95
3.	BARRELS: Tire Rings		$4.95
4.	BARRELS: VERTICAL PANELS Vertical Panels w/ H/I sheeting & 20 lb. base		$46.95

CONES (NIGP Code: 550-78)

	Description Of Items	Sizes	Price
1.	CONES: Cone Slim	18"	$6.25
2.	CONES: Cone w/ Collar	18"	$9.70
3.	CONES: Cone Slim	28"	$13.10
4.	CONES: Cone w/ Collar	28"	$16.65
5.	CONES: Reflective Collar	4"	$3.65
6.	CONES: Reflective Collar	6"	$3.75
7.	CONES: Channelizer for Caution Tape with Reflective Collars	42"	$10.00
8.	CONES: CONE SIGNS Snap on Cone Sign w/ wording.	12"x13"	$9.90

	Description Of Items	Sizes	Price
1.	FLAGS: Safety Flag with Stay	18" x 18"	$3.25
2.	FLAGS: Safety Flag with Stay	24x24	$4.10

	Description Of Items	Sizes	Price
1.	MARKING TAPE Conspicuity Tape - D/G. Red, Yellow or White.	3"x50 yds	$205.00
2.	MARKING TAPE: Barrier Tape	3"x1000'	$10.00
3.	MARKING TAPE: Caution Tape 3MIL	3"x1000'	$10.00
4.	MARKING TAPE: Conspicuity D/G. Red, Yellow or White.	2"x50 yds	$135.00
5.	MARKING TAPE: Conspicuity Tape D/G, Solid Red.	4"	$270.00

6.	MARKING TAPE: Conspicuity Tape D/G, red & white	2'x50 yds	$130.00
7.	MARKING TAPE: Conspicuity Strips D/G	2"x 18"	$1.65
8.	MARKING TAPE: Crosswalk Pavement Marking	12'x25yds.	$390.00
9.	MARKING TAPE: Fire Line -Do Not Cross.	3"x1000'	$10.00
1.	REFLECTIVE TAPE-General Purpose tape- Red, White , Yellow rolls	1"x 30" yd	$16.00
		2"X 30" yd	$31.00
		3"x 30" yd	$46.00

	Description Of Items	Sizes	Price
1.	REFLECTORS: Block of Bituminous Marker Adhesive	100 lb	$268.50
2.	REFLECTORS: Barrier Reflector with 4" Single Side HIP Sheeting.	14"	$6.81
3.	REFLECTORS: D/S Concrete Barrier Markers..Yellow or White w/ 3"x4" HIP	16"	$8.50
4.	REFLECTORS: White S/S 3"x4" HIP Sheeting 16" S/S Concrete Barrier Marker	16"	$7.50
5.	REFLECTORS: .080 Reflector D-9-S Aluminum Delineator Reflectors. DG Yellow, White or Red.	4" x 4"	$2.25
6.	REFLECTORS: Plastic Pavement Marker Yellow Button Round	3"	$ .54
7.	REFLECTORS: Reflectors Round Plastic	3"	$ .62
8.	REFLECTORS: Rectangular Type A & C	3"x8"	TYPE A--$1.05
			TYPE C--$2.50

SPEED BUMP (NIGP Code: 550-79)

	Description Of Items	Sizes	Price
1.	SPEED BUMP: Speed Bumps with all hardware	10'	$210.00
		12"	$251.00
2.	SPEED BUMP: Black & Yellow Speed Bumps	6'	$173.60
3.	SPEED BUMP: Car Stops Yellow & Blk Recycled Rubber w/12" Spikes for Asphalt or Gravel	6'	$110.00
4.	SPEED BUMP- Cement Car Stop, (unpainted) with 12" Spikes for Asphalt or Cement.	6"	$38.00
5.	SPEED BUMP: Speed Bump Plastic	6'	$105.00
		9'	$199.00
6.	SPEED BUMP: Speed Bump Spikes	12" x 1/2"	$3.25

	Description Of Items	Sizes	Price
1.	STANDS: Big Buster Stand		$225.25
2.	STANDS: Little Buster portable stand		$151.50
3.	STANDS: Portable Stop 7' Stand Portable Stop Stand with a 7' Plastic X-Tube Upright, Yeti Rubber Foot with 4" Riser Stub, 24" HIP Stop Sign.		$240.00
4.	STANDS: Universal		$107.50
5.	STANDS: Zephyr Stand		$83.45
6.	FRAMES: Tripod for Construction Signs with Flag Holders	36"	$69.00
		48"	$64.00

PAVEMENT MARKING STENCIL (NIGP Code: 962-53)

	Description Of Items	Size	Letters	Stencil
1.	STENCIL: STOP (LETTERING) in Duro	36"	$45.85	
		48"	$25.60	
2.	STENCIL: Brass Interlocking Stencils	4"		$258.00
3.	STENCIL: Fire Lane Stencil	4"		$14.65
4.	STENCIL: No Parking Stencil	4"		$14.65
5.	STENCIL: Number Kit Maxi	4"		$29.50
6.	STENCIL: Wording kit	4"		$47.50
7.	STENCIL: Arrow - Duro	42"		$19.25
8.	STENCIL: Arrow - Max	42"		$37.50
9.	STENCIL: Arrow Kit, Standard Arrow Kit...One (1) arrow UP, One (1) Arrow Curved Tail	42"	$38.50	$77.00
10.	STENCIL: Handicap Symbol Maxi	72"x63"		$125.00
		48x48		$77.00

11.	STENCIL: Fire Lane No Parking Duro Stencil	4"		$29.50
12.	STENCIL: Fire Lane No Parking Maxi Stencil	4"	$57.00	

MISC.

	Description Of Items	Sizes	Price
1.	Clear Overlay - Stops-Graffiti Proof Overlay	24"	$483.00
		30"	$603.75
2.	Epoxy (Kit, pads, sticks)	1 gallon	$105.00
		5 gallon	$440.00
		4x4 pads	$ .85
		quick sticks	$25.00
3.	Slow Moving placard triangle .040 aluminum		$14.95
4.	Slow Moving decal triangle		$9.95
5.	Fence Sign Holder-Link Fence Sign Holder		$3.85
6.	Warning Triangles (Set of 3)	16"	$39.95
7.	Mast Arm Buckle Bracket	16"	$16.95
8.	Transfer Tape	1"	$3.60
		2"	$7.15
		4"	$12.40
		6"	$21.45
		8"	$28.60
		10"	$30.60
		12"	$38.50
		13"	$46.25
		14"	$49.90
		15"	$53.60
		16"	$57.40
		18"	$57.40
9.	TXDOT Placard (OSHA) DECALS	10" x 10"	$7.95
10.	TXDOT Placard (OSHA) .040 ALUMINUM	10" x 10"	$7.95

DELIVERY			DELIVERY TIME
11.	Estimated Delivery Time for Standard (In-Stock) signs:		3 Work Days
12.	Estimated Delivery Time for Non-Standard (Not-In Stock)	Small orders:	7- 10 Work Days
		large orders	7-15 Work Days

OTHER MISCELLANEOUS LIST

On All Road Signs, Posts & Misc. Supplies Not Listed –Hidalgo County Will Receive a percentage o ff Bidders Catalog List Prices. <u>All Applicable Catalogs With List Prices Must Accompany Any Bids Submitted</u>	PERCENTAGE
	10%

EXHIBIT "C"
CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 05/06/13

PRODUCER
IGNACIO PUENTE
4210 N 23RD ST
MCALLEN, TEXAS 78504

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
MARTIN & MARGARITA PENA dba DELTA SPECIALTIES SUPPLY
10205 E HWY 107
EDINBURG, TEXAS 78541

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A:	
INSURER B: ALLSTATE COMMERICAL	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PRO-JECT ☐ LOC				EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ $ $ $ $ $
B		AUTOMOBILE LIABILITY ANY AUTO ☒ ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	648558615	01/29/2013	01/29/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ 300,000 $ 500,000 $ 500,000
C		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
D		EXCESS/UMBRELLA LIABILITY OCCUR ☐ CLAIMS MADE DEDUCTIBLE RETENTION				EACH OCCURRENCE AGGREGATE	$ $ $ $
E		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under: SPECIAL PROVISIONS below				WC STATU-TORY LIMITS ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
F		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

SPECIALTY SIGNS

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 E BUSINESS HIGHWAY 281
EDINBURG, TEXAS 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/17/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hylant Group, Inc. PO Box 2248 Grand Rapids MI 49501-2847	CONTACT NAME: Customer Service Center PHONE (A/C, No, Ext): (865) 972-7378 FAX (A/C, No): (800) 455-9611 E-MAIL ADDRESS: zsbservicecenter@zisinterpet.com
INSURED MARTIN & MARGARITA PENA 10205 E STATE HIGHWAY 107 EDINBURG TX 78542	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : Assurance Casualty — 19305 INSURER B : MARYLAND CASUALTY COMPANY — 19356 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** Cert ID 102470 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT X LOC	Y	Y	PAS038483617	7/9/2012	7/9/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS Hired Auto Phys Damage X $50,000	Y	Y	PAS038483617	7/9/2012	7/9/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Hired Auto Phy Dmg	$ 1,000,000 $ 50,000
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	Y	Y	PAS038483617	7/9/2012	7/9/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	WC038670213	7/9/2012	7/9/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ 100,000 $ 100,000 $ 500,000
								$ $

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

CERTIFICATE HOLDER IS DESIGNATED AS ADDITIONAL INSURED WITH REGARDS TO GENERAL LIABILITY SUBJECT TO THE POLICY TERMS AND CONDITIONS BY THIS POLICY.

CERTIFICATE HOLDER

HIDALGO COUNTY
2812 E. Business Highway 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-38626 **Purchasing Department 19. B. 1.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Martha Salazar **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of sole bid received as detained in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for Request for Bid titled: Hidalgo County Precinct No. 1-"Hauling Services for Millings" through project No.: 2013-107-04-17-SGS.

BACKGROUND

1.Contract will commence upon approval of Commissioner's Court.
2. Contract document was reviewed and approved by Legal Counsel as to form.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-121-005-0-346

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

BUDGETARY IMPACT:

Pct 1 $20,100.00 as of 05/07/13

Attachments

Memorandum, Tab & Participation list

Comparison Sheet

Contract & legal approval

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/13/2013 01:24 PM
Budget & Management	Obdett Calzada	05/14/2013 02:53 PM
Obdett Calzada	Obdett Calzada	05/23/2013 02:08 PM
Auditor's Office	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Sandy Suarez Started On: 05/06/2013 04:37 PM

Final Approval Date: 05/24/2013

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

MEMORANDUM

TO: A.C. Cuellar, Hidalgo County Commissioner
Hidalgo County Precinct No. 1

ATTN: Jorge Flores

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: **April 17, 2013**

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST AND /OR REJECTION**
RFB No. 2013-107-04-17-SGS-Hidalgo County Precinct No. 1 - "Hauling Services for Millings"

We have received one (1) response to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the RFB responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the bidder meeting all specifications/requirements and/or rejection of all responses and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us, Please return by April 18, 2013. Due to the urgency of this project.**

Indicate the Recommendation and/or reason of rejection in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS:
Roy's Hauling Services - Sole bidder
Budget Acct No.: 3-1200-431-00-121-005-0-346

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
[signature]	Raul Lozano	Pct. 1	4/22/13

Enclosures

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS"
2013-107-04-17-SGS

BID TABULATION GRID

RADIUS	Sole Bidder: Roys Hauling Services, Inv.		
	Total Cost per Cubic Yard	Fuel Cost Percentage	Current/Base Fuel Cost
01-10 MILES	**5.00**	**75%**	**3.75**
11-20 MILES	**6.25**	**75%**	**4.68**
21-30 MILES	**7.50**	**75%**	**5.62**
31-40 MILES	**8.75**	**75%**	**6.56**
41-50 MILES	**10.00**	**75%**	**7.50**
51-60 MILES	**11.25**	**75%**	**8.43**
61-70 MILES	**12.50**	**75%**	**9.37**

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: APRIL 17, 2013 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: HAULING SERVICES FOR MILLINGS
BID NO: 2013-107-04-17-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST *VIA	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAILOUT	DATE	ADDRESS E-MAIL & PHONE NO
Roy's Hauling Services Attn: Roy Balderas Jr.	EM	Sandy Suarez	04/02/13	PO Box 1896 Edinburg, Tx 78540 956-383-2206 royshaulinginc@aol.com
Universal Truckers, Inc Attn: Eric Saenz	EM	Sandy Suarez	04/02/13	1041 Esperanza St Alamo, Tx 78516 956-782-4939 Cell 650-0673 hericsaenz@yahoo.com Bernardosaenz95@yahoo.com
Ortiz Dump Truck Services Attn: Arturo Ortiz	EM	Sandy Suarez	04/02/13	906 Princeton Drive Mission, Tx 78572 Cell-956-321-5015 Superslick4949@aol.com
Tres Palacios, Dirt, Sand and Gravel Attn: Michael Palacios	EM	Sandy Suarez	04/02/- 04/05/13	1899 N. Cage Pharr, Texas 78577 (956)787-9920-office cell#: (956)904-6558 (956)781-0533-fax evpharr@aol.com or oscarpal204@aol.com
International Materials Attn: Javier Garza	EM	Sandy Suarez	04/02/13	3408 N. Conway Ave. Mission, Tx 78574 Office-956-240-1423 Fax -956-584-3206 internationalmats@att.net
Trev-Cort Trucking Inc. Attn: Lizbeth Guerra	EM	Sandy Suarez	04/02/13	P.O. BOX 476 Alamo, Tx 78516 Off- 787-7878 Fax- 956-787-7868 Cell -956-534-4695 Candido Cell -793-2943 Lizbeth Guerra trevcort@gmail.com
Sun Belt Express Services, Inc	EM	Sandy Suarez	04/02/13	P.O. Box 111 Harlingen, Texas 78551 williamh@sunbeltexpress.net
Cantu and Sons Trucking, Inc Attn: Obed Santiago	EM	Sandy Suarez	04/02/13	205 Wagon Trail RD Palmhurst, TX 78574 956-227-0999 956-570-3688 Cantuandsonstrucking@yahoo.com
Prime Vendor Inc Attn: Kate Hanly	EM	Sandy Suarez	04/02/13	4622 Cedar Avenue, Suite 123 Wilmington, North Carolina 28403-4429 Phone: 800 746-9554 bids17@prime-vendor.com work17@prime-vendor.com

R. Quintanilla Trucking	Em	Sandy Suarez	04-05-13	3247 N. Sharp Rd Edinburg, Tx 78541 956-343-6590 Rquintanilla75@Yahoo.Com
Aker Homes and Construction LLC	Em	Sandy Suarez	04/09/13	1312 Orange St. McAllen, TX. 78501 956-776-3774 edgarcastillostc@gmail.com

***VIA:**
IN PERSON (IP)
E-MAIL (EM)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS "
2013-107-04-17-SGS

COMPARISON GRID

PREVIOUS CONTRACT: UNIVERSAL TRUCKERS, INC.			**PROPOSED SOLE BIDDER: Roys Hauling Service, Inc.**			**Difference Cost per Cubic Yard**
Total Cost per Cubic Yard	Fuel Cost Percentage	Current/Base Fuel Cost	Total Cost per Cubic Yard	Fuel Cost Percentage	Current/Base Fuel Cost	
$2.72	70%	$1.91	**5.00**	75%	3.75	**2.28**
$3.75	70%	$2.63	**6.25**	75%	4.68	**2.50**
$4.47	70%	$3.13	**7.50**	75%	5.62	**3.03**
$4.97	70%	$3.48	**8.75**	75%	6.56	**3.78**
$5.72	70%	$4.01	**10.00**	75%	7.50	**4.28**
$6.46	70%	$4.53	**11.25**	75%	8.43	**4.79**
$6.96	70%	$4.88	**12.50**	75%	9.37	**5.54**

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-107-05-28

THIS CONTRACT is made and entered into this **28th Day** of **May, 2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **Roy's Hauling Service Inc.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For Millings",** as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective **May 28, 2013** and ending on **May 27, 2014.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall

comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

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

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

If to County:	**The County of Hidalgo** **Attn: County Judge** **302 W. University Drive** **Edinburg, Texas 78539**
If to Company:	**Roy's Hauling Service, Inc.** **Attn: Roy Balderas Jr.** **P.O. Box 1896** **Edinburg, Texas 78540**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written

notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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 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).

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

WITNESS our hands in duplicate originals this_____ day of _____, 2013.

COUNTY OF HIDALGO

ATTEST: By:_____

Ramon Garcia, County Judge

_____

Arturo Guajardo Jr., County Clerk

COMPANY: Roy's Hauling Service, Inc.

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT "A"
REQUEST FOR BIDS (RFB)
PROCURMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

April 02, 2013

Re: **HIDALGO COUNTY PRECINCT NO. 1**
Request for Bids –**"HAULING SERVICES FOR MILLINGS"**
Bid No: 2013-107-04-17-SGS

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

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

REQUEST FOR BIDS (RFB)

TABLE OF CONTENTS

HIDALGO COUNTY PRECINCT NO. 1

"HAULING SERVICES FOR MILLINGS"

RFB NO: 2013-107-04-17-SGS

Item	Description	No. of Pages
1.	Request for Bid Letter	1
2.	Request for Bid, Legal Notice	8
3.	Exhibit A, Specifications/Requirements	4
4.	Exhibit B, Bid Page	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E & E-1, Truck & Driver List	2
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	Draft Requirements Agreement	9

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) 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

April 02, 2013
Date

Bid No: 2013-107-04-17-SGS	Buyer: Sandy Suarez	Tel. No: (956) 318-2626 ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 1

"HAULING SERVICES FOR MILLINGS"

BID OPENING DATE:

April 17, 2013

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

956 318-2626

1. Sealed bids will be received for **HIDALGO COUNTY PRECINCT NO. 1 – "HAULING SERVICES FOR MILLINGS"** 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-2013-107-04-17-SGS HIDALGO COUNTY PRECINCT NO. 1 - "HAULING SERVICES FOR MILLINGS"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, APRIL 17, 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-2013-107-04-17-SGS RFB-HIDALGO COUNTY PRECINCT NO. 1 – "HAULING SERVICES FOR MILLINGS".** 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. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **HIDALGO COUNTY PRECINCT NO. 1– "HAULING SERVICES FOR MILLINGS "** 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 Precinct No. 1
1902 Joe Stephens Ave.
Weslaco, Texas 78596
956-968-8733
Attn: Jorge Flores

17. Schedule of Events

Bid Opening, 9:30 AM	**APRIL 17, 2013**
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 thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS"
BID NO.: 2013-107-04-17-SGS

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 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 PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS"
RFB NO.: 2013-107-04-17-SGS

SPECIFICATIONS

SCOPE OF WORK:
Hidalgo County is seeking qualified companies to establish a contract for "Hauling Services for Millings Material" for Hidalgo County Precinct No. 1. All hauling services will be on an "As Needed Basis" by the Precinct.

SPECIFICATIONS, REQUIREMENTS:

1. Millings will be hauled from location of material. The Precinct will load the millings material from project site for vendor to haul to designated area.

2. Due to the size of Hidalgo County Precinct No. 1 and the various location sites throughout, no specific origin or destination sites can be specified.

3. Bid award will be based on **low bid per cubic yard per mile radius** meeting all requirements.

4. Mile radius will start at the point of pickup and end at the designated area.

5. Hidalgo County Precinct No. 1 is requesting a minimum of Ten (10) vendor owned and/or leased hauling trucks that will be available for this bid with a minimum of twenty-two (22) tons per load. Please note the make, year, model, vehicle identification number, license plates and capacity of your hauling trucks on Exhibit "E".

6. The bidder(s) awarded the contract must furnish proof of possessing all necessary licenses, ownership (title for all owned vehicles) and permits. Copies of all licenses, permits must be submitted to the Hidalgo County Purchasing Department upon bid award.

7. The bidder(s) awarded the contract **cannot** engage the services of a **subcontractor without prior written consent of Hidalgo County** to perform services hereunder. The successful bidder(s) must present evidence that the proposed subcontractor possess all the necessary licenses and permits to perform the services and that subcontractor has obtained the required insurance coverage's as outlined in Exhibit "C".

8. Bidders will be required to complete and submit the Supplemental Hauling Data Sheet for every driver as detailed in Exhibit "E1" **upon bid award**.

TERMS AND CONDITIONS

1. The term of the bid contract will be for a period of one (1) year. Hidalgo County may in its sole discretion elect the option to extend the contract for one (1) additional one (1) year term on an "As Needed Basis" under the same rates, terms and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term due to any unforeseen delay in the procurement

process.

3. Hidalgo County reserves the right to award to MULTIPLE vendors if the County determines it is in its best interest to do so.

4. 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.

5. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

6. Any contract awarded to a successful bidder will be in effect until: (a) the contract expires, (b) delivery and acceptance of products and/or performance of services ordered or (c) terminated by County with thirty (30) days written notice prior to cancellation.

7. All costs and expenses associated with the preparation and submission of (bids, proposals statement of qualifications (RFQ) and/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

8. Hidalgo County may utilize **State Awarded Contracts** when it is in the County best interest to do so.

9. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder. **Insurance requirements for this project to be maintained throughout the contract term (refer to Limits in Exhibit "C").**

10. 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.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's

advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **PRICE REDUCTION:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **TIME FRAME FOR ADJUSTED PRICE INCREASES:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4. **ALLOWABLE REVIEW PERIODS:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **DOLLAR LIMIT TO PRICE CHANGES:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

Additional information:

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 QUESTIONS WILL BE ACCEPTED VIA EMAIL OR VIA FACSMILE NO LATER THAN **APRIL 10, 2013 at 5:00 p.m.** to: sandy.suarez@co.hidalgo.tx.us Responses to said inquiries will be sent to all applicants via facsimile by no later than: **APRIL 12, 2013 at 5:00 P.M.**

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS"
BID NO: 2013-107-04-17-SGS
BID PAGE

Part I. Award will be based on low bid per cubic yard per mile radius meeting all requirements.

Radius	Total Cost Per Cubic Yard	Fuel Cost Percentage Per Cubic Yard	Current/Base Fuel Cost
Sample:	**$ 3.00**	**25%**	**.75**
01-10 Miles			
11-20 Miles			
21-30 Miles			
31-40 Miles			
41-50 Miles			
51-60 Miles			
61-70 Miles			

Internal Use Only: Commodity Code- 962-39

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 1

If at the time of bid opening South Texas is experiencing historic high fuel prices, then Hidalgo County is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for APRIL 12, 2013 for each 10% (increase or decrease) in the OPIS Index of APRIL 12, 2013 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS index is the index issued of the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

_____ _____

Signature of Bidder Date

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELLULAR & BEEPER NO.'S: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A.

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met; see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006. Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

EXHIBIT "E"

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS"
BID NO.: 2013-107-04-17-SGS

Hidalgo County Precinct No. 1 is requesting the following information of the available hauling trucks to be utilized for this project: MAKE/MODEL, VEHICLE IDENTIFICATION NUMBERS, LICENSE PLATE NUMBERS & TONAGE PER LOAD for each truck personally owned and/or leased by vendor which shall be covered under insurance requirements as set forth by Hidalgo County. If additional space is required a second sheet is provided.

TRUCK/UNIT NO.	YEAR/MAKE/MODEL	VEHICLE IDENTIFICATION NO.	LICENSE PLATE NO.	TONS PER LOAD	VENDOR OWNED OR LEASED

EXHIBIT "E-1 "

HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS MATERIAL"
BID NO.: 2013-107-04-10-SGS

Supplemental Hauling Data Sheet
DRIVER'S INFORMATION

COPIES OF CURRENT CERTIFIED DRIVERS LICENSE NO. FOR EACH DRIVER MUST BE SUBMITTED WITH THIS BID.

NAME OF DRIVER	CERTIFIED DRIVER'S LICENSE NO.	TRUCK/UNIT NO.

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
Thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: **Telephone No. ( )**
dba Name:
Legal Name:
Mailing Address : **Fax No. ( )**
Physical Address:
City, State, Zip **Tax I.D. No.**
Remit to Address : **City, State, Zip**
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify **State Identification No.**_____ **(Please attached completed W-9 form with this application)** **Federal Identification No. or (if individual) SS No.**
State of Incorporation: _____ **Date:**_____ **Other:**
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) **Small Business:** **Disadvantaged Business (At Least 51% Ownership)** ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt **Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No **Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: **Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):** **Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here — Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

Certification
Regarding Debarment, Suspension and Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

b. Have not within a three-year period preceding this bid proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-107-00-00

THIS CONTRACT is made and entered into this __Day of , **2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____"Company"):

WHEREAS, Company responded to advertised notices for bids for **"Hauling Services For Millings"**, as more particularly described in Exhibit "A"(the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of such specifications and bid being attached hereto as Exhibits "A" and "B" ("Vendor's Bid") respectively, and incorporated herein for all purposes (the "RFB Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agree that this Contract is entered into in order to provide the Services to locations at __ **Hidalgo County**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the

term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Commissioners' Court** or their designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of one year effective _____, **2013** and ending on _____, **2014.** Hidalgo County at its sole discretion elect the option to extend the contract for one (1) additional year at the same rates, terms and conditions and may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having

jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

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

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

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

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

11. It is expressly agreed that this Contract and the performance by the parties

hereunder does not create any agency relationship or master-servant relationship, that County has no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

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

If to County: **The County of Hidalgo**
Attn: County Judge
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 without cause by County with thirty day's written notice prior to cancellation.

15. The contract may be terminated without cause upon thirty (30) days written notice by County.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

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 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).

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

WITNESS our hands in duplicate originals this_____ day of _____, 2013.

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 & Rodriguez, LLP

By:_____
Stephen L. Crain

APPROVED BY COMMISSIONES COURT:_____

EXHIBIT "B"
VENDOR'S BID

OPENED
4-17-13

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 1
"HAULING SERVICES FOR MILLINGS"
BID NO: 2013-107-04-17-SGS
BID PAGE

Witnessed

Part I. Award will be based on low bid per cubic yard per mile radius meeting all requirements.

Radius	Total Cost Per Cubic Yard	Fuel Cost Percentage Per Cubic Yard	Current/Base Fuel Cost
Sample:	**$ 3.00**	**25%**	**.75**
01-10 Miles	$5.00	75%	$3.75
11-20 Miles	$6.25	75%	$4.68
21-30 Miles	$7.50	75%	$5.62
31-40 Miles	$8.75	75%	$6.56
41-50 Miles	$10.00	75%	$7.50
51-60 Miles	$11.25	75%	$8.43
61-70 Miles	$12.50	75%	$9.37

Internal Use Only: Commodity Code- 962-39

Part II. BID PRICE ADJUSTMENT BY HIDALGO COUNTY PRECINCT NO. 1

If at the time of bid opening South Texas is experiencing historic high fuel prices, then Hidalgo County is requesting pricing adjustments based on the following:

A Fuel Cost Base Bid Price for project will be based on the OPIS Fuel Index for APRIL 12, 2013 for each 10% (increase or decrease) in the OPIS Index of APRIL 12, 2013 during the contract term, the fuel cost(s) portion of the awarded bid price(s) will be adjusted accordingly. (As per above samples, a 10% increase is reflected as follows: $ 1.00=$1.10 and $ 1.10=$1.21; a 10% decrease is reflected as follows: $1.00=$0.90 and $1.10=$0.99)

In the event you submit an invoice reflecting a price change under this provision, Hidalgo County will only honor the change if a copy of the OPIS report on which the change is based accompanies the invoice. Additionally, the Hidalgo County reserves the right to independently verify changes in OPIS pricing and to modify an invoice amount based on a 10% change in the OPIS Index.

In determining whether price changes are permitted hereunder, vendor must submit the appropriate OPIS Index is the index issued of the date of the vendor's billing invoice.

Acknowledgment and agreement to Bid Price Adjustment Part I & II for the term of the contract including any grace period extension.

Signature of Bidder

04/16/2013
Date

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

12/28/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Valmor Insurance Agency, Inc.
1303 N 10th Street
McAllen TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE — NAIC #

INSURER A:
INSURER B: UNITRIN MUTUAL INS CO
INSURER C: ATLANTIC CASUALTY
INSURER D:
INSURER E:
INSURER F:

INSURED
ROY'S HAULING SERVICE INC.
P O BOX 1896
EDINBURG, TEXAS 78540-1896

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	Y	N	L086026998	03/28/2013	03/28/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Damage	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ INCLUDED $
B	AUTOMOBILE LIABILITY ANY AUTO X ALL OWNED AUTOS X HIRED AUTOS X SCHEDULED AUTOS X NON-OWNED AUTOS	N	N	2300075	08/20/2012	08/20/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB EXCESS LIAB DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A					WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $ $

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

1998 INTL#4857, 1999 INTL#6851, 2000 INTL#7946, 2000 INTL#7950, 2000 PETE#3207, 2000 PETE#3173, 2006 PETE#9700, 2006 PETE#9702, 1999 CPS#1967, 2000 CTS#0069

CERTIFICATE HOLDER

COUNTY OF HIDALGO
2802 S BUSINESS HWY 281

EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Maribel Guerra

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ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/04/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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PRODUCER
Valmor Insurance Agency, Inc.
1303 N 10th Street
McAllen TX 78501

CONTACT NAME:
PHONE (A/C, No, Ext): 956-630-3081 FAX (A/C, No):
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : MCCLELLAND AND HINE INS CO	
INSURER B : UNITRIN MUTUAL INS. CO.	
INSURER C : TEXAS MUTUAL INS. CO.	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
ROY'S HAULING SERVICE INC.
P O BOX 1896
EDINBURG, TEXAS 78540-1896

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	Y	Y	L086026349	03/27/2012	03/27/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG Fire Damage	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000 $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	N	N	2300075	08/20/2012	08/20/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,010 $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	0001242005	9/04/2012	09/04/2013	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
1998 INTL #044857,1999 INTL #066851, 2000 PTRB #483178,2000 PTRB #483173, 2000 PTRB #483206, 2000 PTRB #483207, 2006 PTRB #639700 AND 2006 PTRB #639702

CERTIFICATE HOLDER
COUNTY OF HIDALGO
2802 S BUSINESS HWY 281
EDINBURG TX 78539

CANCELLATION
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Maria Guerra

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Zimbra **evangelina.garcia@co.hidalgo.tx.us**

RE: Review Of Contract-Hauling Services For Millings-Pct. 1

From : Steve Crain <scrain@atlashall.com> Sun, May 12, 2013 01:31 PM
Subject : RE: Review Of Contract-Hauling Services For Millings-Pct. 1
To : 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

The contract is fine.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Saturday, May 11, 2013 12:37 PM
To: Steve Crain
Cc: 'Martha L. Salazar'
Subject: Review Of Contract-Hauling Services For Millings-Pct. 1

Good Morning Mr. Crain:
Attached for your review and approval is the complete contract for Hauling Services for Precinct One and thus allow the buyer to proceed ahead with an agenda item for approval of award/contract. Proposed agenda item date is for May 28, 2013.
Thank you

AI-38804 **Purchasing Department 19. C. 1.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Approval to purchase One (1) new Terex Backhoe Loader through County's membership/participation with HGAC (Houston-Galveston) awarded vendor, One-Source Equipment (Contract #EM06-11) in the amount of $93,685.00, but not limited to administration fee's & delivery for project #2013-175 MEG

b. Approval to purchase One (1) new 2012 DOOSAN DL-250TC Loader through County's membership/participation with Buyboard awarded vendor, H & V Equipment (Contract #345-10) in the amount of $145,000.00, but not limited to administration fee's & delivery for project #2013-176 MEG

BACKGROUND

a. Funding has been appropriated under Req. #236936 in the amount of $93,685.00 for proposed purchase and requested by Pct 2.

b. Funding has been appropriated under Req. #236929 in the amount of $145,000.00 for proposed purchase and requested by Pct 2.

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-122-006-0-742

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

BUDGETARY IMPACT:

Available funds as of 05/24/13 (Req #236936 and #236929).

Attachments

Backup for Terex Backhoe Loader

Backup for Doosan DL250TC Loader

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/23/2013 10:33 AM
Budget & Management	Obdett Calzada	05/23/2013 11:30 AM
Olga Garza	Olga Garza	05/24/2013 01:37 PM
Auditor's Office	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Elena Gomez Started On: 05/15/2013 04:51 PM

Final Approval Date: 05/24/2013

Backhoe

OK

CONTRACT PRICING WORKSHEET

for All Products Except Motor Vehicles

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC fee shall be calculated and shown as a separate line item.

Buying Agency:	Hidalgo County Pct. # 2	Contractor:	One Source Equipment
Contact Person:	Richard Cuellar / Agapito Vargas	Prepared By:	Cindy Todd
Phone:	956-369-0823 / 956-460-6364	Phone:	972-594-0927
Location City, State:	Pharr, Tx 78577	Contract No.:	EMO6-11
Date:	4/22/2013	Product Code:	TEREX TLB840 E-cab
Product Description:	TEREX TLB840 PKG. E BACKHOE LOADER		

A. Item Base Unit Price Per H-GAC Contract: $111,194.00 LESS 25% ($27,798.50) = **$83,395.50**

B. Published Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
				Subtotal From Additional Sheet(s):	
				Subtotal B:	0.00

Note: Published Options are options submitted with the contractor's bid.

C. Unpublished Options (Itemize below and attach additional sheet(s) if necessary)

Code	Description	Cost	Code	Description	Cost
08H200B01AW	1.32 cu yd bkt	$2,620.00			
08BALLBR24HDPW2	24" backhoe bkt.	$1,541.00			
				Subtotal From Additional Sheet(s):	
				Subtotal C:	$4,161.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction, the percentage is:

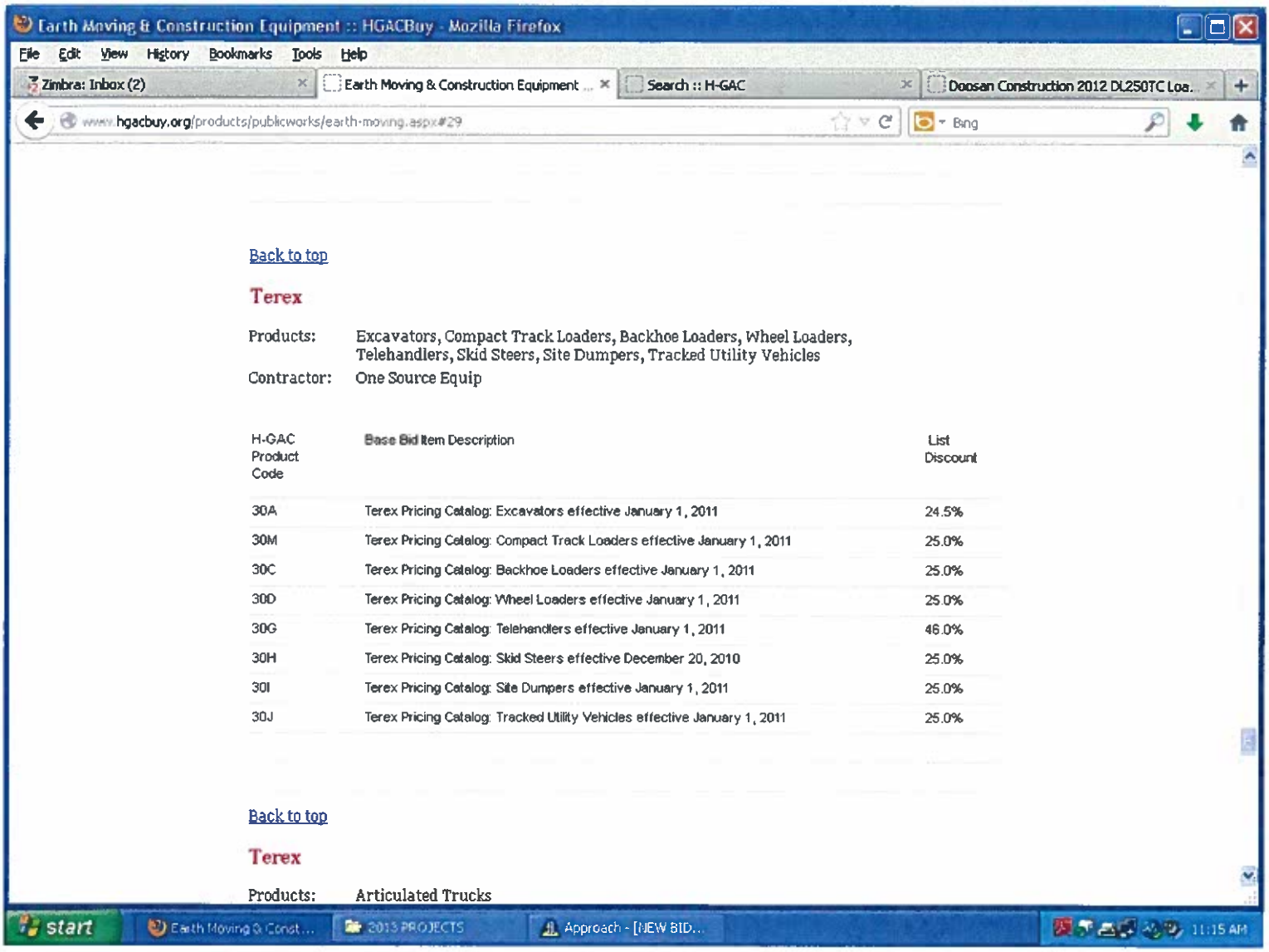
D. Other Price Adjustments (E.G. Installation, Freight, Delivery, Etc.)

FREIGHT	$2,244.00
PDI / WARRENTY RESERVE	$2,500.00
Subtotal D:	4,744

E. Unit Cost of Item Before Fee & Non-Equipment Charges (A+B+C+D)		92,300.50
Quantity Ordered	X	1
	Subtotal E:	92,300.50
F. H-GAC Admin Fee (1.5% of Subtotal E)	**Subtotal F:**	$1,384.51

G. Non-Equipment Charges (Trade-In, Extended Warranty, etc.)

Subtotal G:	-
H. Total Purchase Price (E+F+G):	$93,685
Estimated Delivery Date:	May-13



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Terex

Products: Excavators, Compact Track Loaders, Backhoe Loaders, Wheel Loaders, Telehandlers, Skid Steers, Site Dumpers, Tracked Utility Vehicles

Contractor: One Source Equip

H-GAC Product Code	Base Bid Item Description	List Discount
30A	Terex Pricing Catalog: Excavators effective January 1, 2011	24.5%
30M	Terex Pricing Catalog: Compact Track Loaders effective January 1, 2011	25.0%
30C	Terex Pricing Catalog: Backhoe Loaders effective January 1, 2011	25.0%
30D	Terex Pricing Catalog: Wheel Loaders effective January 1, 2011	25.0%
30G	Terex Pricing Catalog: Telehandlers effective January 1, 2011	46.0%
30H	Terex Pricing Catalog: Skid Steers effective December 20, 2010	25.0%
30I	Terex Pricing Catalog: Site Dumpers effective January 1, 2011	25.0%
30J	Terex Pricing Catalog: Tracked Utility Vehicles effective January 1, 2011	25.0%

Back to top

Terex

Products: Articulated Trucks

Standard Build Configurations Cab

	A-ROPS	B-ROPS	D-CAB	E-CAB	F-CAB
4 Wheel drive	X	X	X	X	X
Power shuttle transmission	X		X		
Power servo transmission		X		X	X
Pilot operated backhoe controls		X		X	
Mechanical 2 lever backhoe controls	X		X		X
Extendable dipperstick	X	X	X	X	X
Standard dipperstick					
Open Rops Canopy	X	X			
Enclosed ROPS cab with heater & defroster			X	X	X
Air Conditioning for enclosed ROPS cab			X	X	X
Exterior mirrors (enclosed cab only)			X	X	X
Front tires	12.5/80 x 18	12.5/80 x 18	12.5/80 x 18	12.5/80 x 18	12.5/80 x 18
Rear tires	19.5L x 24	19.5L x 24	19.5L x 24	19.5L x 24	19.5L x 24
3 Spool loader valve	X	X	X	X	X
Front counterweight	X	X	X	X	X
Vinyl spring seat with arm rests	X	X			
Cloth spring seat with arm rests			X	X	X
Fuel tank strainer	X	X	X	X	X
Flip over stabilizer feet	X	X	X	X	X
2" Retractable seat belt	X	X	X	X	X
Back up alarm	X	X	X	X	X
Bumper nose guards	X	X	X	X	X
4 Rear working lights	X	X	X	X	X
Sun Visor	X	X	X	X	X
Single Battery	X	X			
Dual Batteries			X	X	X
List Price	**$91,989**	**$97,805**	**$105,488**	**$111,194**	**$108,004**

TLB840 Loader Buckets	Code	List Price
1.32 yd³ Standard ldr bkt with bolt-on edge	08H200B01AW	$2,620
1.32 yd³ Multi-purpose ldr bkt w/bolt-on edge	08H200B03A	$5,111
Flip-over fork kit for loader bucket	08ACC21AW	$1,702

← Bucket

Backhoe Buckets	Code	List Price
Heavy Duty 12", Direct Pin-On	08BALLBR12HDPW2	$1,223
Heavy Duty 18", Direct Pin-On	08BALLBR18HDPW2	$1,359
Heavy Duty 24", Direct Pin-On	08BALLBR24HDPW2	$1,541
Heavy Duty 30", Direct Pin-On	08BALLBR30HDPW2	$1,689

← 24" Bucket

TEREX Installed Options	Code	List Price
Air suspension/ heated seat	S80ACC62AA	$580
Ride control	08S80ACC64AA	$1,826
Auxiliary hydraulics for hammer and double acting attachments extendable dipper-Mechanical Controls	08S80ACC86AA	$2,984
Auxiliary hydraulics for hammer and double acting attachments extendable dipper with Servo Controls	08S80ACC86AE	$2,984

This Price List supersedes all previously published Price Lists. Product specifications and prices are subject to change without notice or obligation. All prices are in U.S. dollars and do not include freight or taxes. All sales are subject to Terex Construction Americas terms and conditions of sales. Products and services listed may be trademarks, service marks, or trade names of Terex Corporation, Terex South Dakota, Inc. and/or their subsidiaries in the USA and other countries. All rights reserved. Terex is a registered trademark of Terex Corporation in the USA and many other countries. Updated 04-24-2013

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HGAC buy- Backhoe TLB840 E-cab

May 13, 2013 11:42 AM

From: Cindy Todd

To: elena gomez

TLB840 E-CAB TEREX Price list.pdf (705 KB) Download | Briefcase | Remove

Hi Elena,

Attached, please find the pricing page from TEREX website that indicates the retail price list for the Standard Build TLB840 E-Cab Backhoe. This price list is only accessible to Terex dealers through secured log-in. I have indicate the buckets that are listed on the quote as these buckets are UN-published items under our contract through HGAC. The contract we hold is for the base units only such as TLB840 E-Cab and these units do not come with any attachments. Buckets are required in order for the unit to operate as intended.

Please contact me should you have any additional questions.

Also, this unit is currently in stock and the offered quote is good for 30days from origination date of 4/22/2013.

Thank you,

Cindy Todd
National Sales Manager
One Source Equipment, LP
P.O. Box 909
Throckmorton, TX. 76483
Office phone & Fax: 972-594-0927
Cell: 214-450-1521

ONESOURCE

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
ONE SOURCE EQUIPMENT, LP
Throckmorton, Texas

This Contract is made and entered into by the **Houston-Galveston Area Council of Governments,** hereinafter referred to as **H-GAC,** having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND**, One Source Equipment, LP** hereinafter referred to as the **CONTRACTOR,** having its principal place of business at 619 Highway 283 South, Throckmorton, Texas 76483.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into an **Earth Moving & Construction Equipment** Contract to become effective as of June 1, 2011, and to continue through May 31, 2013 (the "**Contract**"), subject to extension upon mutual agreement of the **CONTRACTOR** and **H-GAC. H-GAC** enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as **END USER,** for the purchase of **Earth Moving & Construction Equipment** offered by the **CONTRACTOR.** The **CONTRACTOR** agrees to sell **Earth Moving & Construction Equipment** through the **H-GAC** Contract to **END USERS**.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: **EM06-11**, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No: **EM06-11**, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and **H-GAC** warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of **H-GAC** or **CONTRACTOR**. No provision of this Contract or act of **H-GAC** in performance of this Contract shall be construed as making **CONTRACTOR** the agent, servant or employee of **H-GAC**, the State of Texas or the United States Government. Employees of **CONTRACTOR** are subject to the exclusive control and supervision of **CONTRACTOR. CONTRACTOR** is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the **END USER** may choose to enter into an End User Agreement with the **CONTRACTOR** through this Contract and that the term of said Agreement may exceed the term of the **H-GAC** Contract. However this acknowledgement is not to be construed as **H-GAC's** endorsement or approval of the End User Agreement terms and conditions. **CONTRACTOR** agrees not to offer to, agree to or accept from **END USER** any terms or conditions that conflict with or contravene those in **CONTRACTOR's H-GAC** contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between **CONTRACTOR** and any **END USER** which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that **CONTRACTOR** will no longer be able to enter into any new End User Agreements with END **USERS** pursuant to this Contract. Applicable **H-GAC** order processing charges will be due and payable to **H-GAC** on any End User Agreements surviving termination of this Contract between **H-GAC** and **CONTRACTOR .**

ARTICLE 7: SUBCONTRACTS & ASSIGNMENTS

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC. H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8: EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9: REPORTING REQUIREMENTS

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10: MOST FAVORED CUSTOMER CLAUSE

If **CONTRACTOR**, at any time during this Contract , routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC, CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure.
EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, proposer or contractor, which are not within bidder's/ proposer's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.

ARTICLE 11: SEVERABILITY

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12: DISPUTES

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13: LIMITATION OF CONTRACTOR'S LIABILITY

Except as specified in any separate writing between the **CONTRACTOR** and an **END USER, CONTRACTOR's** total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify **H-GAC** described in Article 14, is limited to the price of the particular products/services sold hereunder, and **CONTRACTOR** agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will **CONTRACTOR** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. **CONTRACTOR** understands and agrees that it shall be liable to repay and shall repay upon demand to **END USER** any amounts determined by **H-GAC** , its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14: LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will **H-GAC** be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless **H-GAC**, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of **CONTRACTOR's** negligent act or omission under this Contract. **CONTRACTOR** shall notify **H-GAC** of the threat of lawsuit or of any actual suit filed against **CONTRACTOR** relating to this Contract.

ARTICLE 15: TERMINATION FOR CAUSE

H-GAC may terminate this Contract for cause based upon the failure of **CONTRACTOR** to comply with the terms and/or conditions of the Contract; provided that **H-GAC** shall give **CONTRACTOR** written notice specifying **CONTRACTOR'S** failure. If within thirty (30) days after receipt of such notice, **CONTRACTOR** shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then **H-GAC** may, at its option, place **CONTRACTOR** in default and the Contract shall terminate on the date specified in such notice. **CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation was received by **CONTRACTOR.**

ARTICLE 16: TERMINATION FOR CONVENIENCE

Either **H-GAC** or **CONTRACTOR** may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. **CONTRACTOR** may be entitled to payment from **END USER** for services actually performed; to the extent said services are satisfactory to **END USER. CONTRACTOR** shall pay to **H-GAC** any order processing charges due from **CONTRACTOR** on that portion of the Contract actually performed by **CONTRACTOR** and for which compensation is received by **CONTRACTOR.**

ARTICLE 17: CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by **H-GAC**, the State of Texas, and the acts and regulations of any funding entity. **CONTRACTOR** agrees to notify **H-GAC** of **any** suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18: GOVERNING LAW & VENUE

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between **END USER** and **CONTRACTOR** are to be resolved in accord with the law and venue rules of the state of purchase. **CONTRACTOR** shall immediately notify **H-GAC** of such disputes.

ARTICLE 19: PAYMENT OF H-GAC ORDER PROCESSING CHARGE

CONTRACTOR agrees to sell its products to **END USERS** based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable **H-GAC** order processing charge. On notification from an **END USER** that an order has been placed with **CONTRACTOR, H-GAC** will invoice **CONTRACTOR** for the applicable order processing charge. Upon delivery of any product/service by **CONTRACTOR** and acceptance by **END USER, CONTRACTOR** shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay **H-GAC** the full amount of the applicable order processing charge, whether or not **CONTRACTOR** has received an invoice from **H-GAC**. For sales made by **CONTRACTOR** based on this contract, including sales to entities without Interlocal Contracts, **CONTRACTOR** shall pay the applicable order processing charges to **H-GAC.** Further, **CONTRACTOR** agrees to encourage entities who are not members of **H-GAC's** Cooperative Purchasing Program to execute an **H-GAC** Interlocal Contract. **H-GAC** reserves the right to take appropriate actions including, but not limited to, contract termination if **CONTRACTOR** fails to promptly remit **H-GAC's** order processing charge. In no event shall **H-GAC** have any liability to **CONTRACTOR** for any goods or services an **END USER** procures from **CONTRACTOR**.

ARTICLE 20: LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between **CONTRACTOR** and **END USER** at the time **END USER's** purchase order is placed.

ARTICLE 21: PERFORMANCE BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

ARTICLE 22: CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify **H-GAC,** in writing, of **ANY** change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. **H-GAC** shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23: LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD *[IF APPLICABLE]*

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any **CONTRACTOR'S** license is not renewed, or is denied or revoked, **CONTRACTOR shall** be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to **H-GAC** upon request.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for **Houston-Galveston Area Council,** Houston, Texas: _____

Jack Steele, Executive Director

Attest for **Houston-Galveston Area Council,** Houston, Texas: _____

Deidre Vick, Director of Public Services

Date: May 16, 2011

Signed for **One Source Equipment, LP** Throckmorton, Texas: April Keeter

Printed Name & Title: April Keeter, President

Date: May 3 2011

Attest for **One Source Equipment, LP** Throckmorton, Texas: Kevin Keeter

Printed Name & Title: Kevin Keeter, Vice President

Date: May 3, 2011

Attachment A
One Source Equipment, LP
Earth Moving & Construction Equipment
Contract No. EM06-11

H-GAC Product Code	Item Description	Percentage Discount off Retail/List Price
30A	Terex Pricing Catalog: Excavators effective January 1, 2011	25%
30M	Terex Pricing Catalog: Compact Track Loaders effective January 1, 2011	25%
30C	Terex Pricing Catalog: Backhoe Loaders effective January 1, 2011	25%
30D	Terex Pricing Catalog: Wheel Loaders effective January 1, 2011	25%
30G	Terex Pricing Catalog: Telehandlers effective January 1, 2011	46%
30H	Terex Pricing Catalog: Skid Steers effective December 20, 2010	25%
30I	Terex Pricing Catalog: Site Dumpers effective January 1, 2011	25%
30J	Terex Pricing Catalog: Tracked Utility Vehicles effective January 1, 2011	25%

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Keyword Search

Customer Info

Customer Name: Hidalgo, County of - TX
Contract ID: All contracts

Search Depth Criteria

- (•) Normal (7-Digit Level)
- ( ) Thorough (11-Digit Level)

- (•) Search **ALL** keywords
- ( ) Search **ANY** keywords

Keyword(s): loader

Perform Search

Legend

Code Level	Class	Class-Item	Group	Detail
Example	XXX	**XXX-XX**	XXX-XX-XX	**XXX-XX-XX-XXX-X**

Code	Description	UOM
760	ROAD AND HIGHWAY EQUIPMENT: EARTH HANDLING, GRADING, MOVING, PACKING, ETC.	N/A
760-04	**Backhoe/Loader Combination**	**N/A**
760-04-20	TRACTOR, LOADER, BACKHOE, HEAVY, W/CAB ATTACHMENTS, DIESEL	N/A

There are no details available

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Keyword Search

Customer Info

Customer Name: Hidalgo, County of - TX
Contract ID: All contracts

Search Depth Criteria

- (•) Normal (7-Digit Level)
- ( ) Thorough (11-Digit Level)

- (•) Search **ALL** keywords
- ( ) Search **ANY** keywords

Keyword(s): 3.5 cu yard bucket for loader

Perform Search

Legend

Code Level	Class	Class-Item	Group	Detail
Example	XXX	**XXX-XX**	XXX-XX-XX	**XXX-XX-XX-XXX-X**

Code	Description	UOM
760	ROAD AND HIGHWAY EQUIPMENT: EARTH HANDLING, GRADING, MOVING, PACKING, ETC.	N/A
760-04	**Backhoe/Loader Combination**	**N/A**
760-04-20	TRACTOR, LOADER, BACKHOE, HEAVY, W/CAB ATTACHMENTS, DIESEL	N/A

There are no details available

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H & V Equipment, Inc.
P.O. Box 909
Progreso, TX 78579

2-April-13

HIDALGO CO PCT # 2
301 E. STATE STREET
PHARR, TX. 78577

ATTN: RICHARD CUELLAR

H & V Equipment, Inc is pleased to quote the following 2012 DOOSAN DL-250TC / Loader with a 3.5 cu yd bucket, hydraulic quick coupler and 60" pallet forks.

One New DOOSAN DL-250TC / Loader With The Following:

- Radial Tires
- Hydraulic control valve with three sections
- FNR mono lever with 3rd function lever for third section
- Hydraulically driven fan with adjustable speed control
- Boom Float kick-out
- Hydraulic Quick Coupler / Line Group
- 3.5 Cubic Yard Bucket
- 60" Pallet Forks

Total List Price		$175,196.00
Less BuyBoard Discount		21,023.00
Total		154,173.00
Less Additional Dealer Discount*	(190 Hrs)	9,173.00
Total Delivered Price		**$145,000.00**

***Factory Demo with 190 Hours, Has Not Been Retailed, New Machine Warranty**

BUYBOARD CONTRACT # 345-1, ITEM # 16, INTEGRATED TOOL CARRIERS / WHEEL LOADERS.

Make the P. O. to H & V Equipment, Inc. with a copy to the BuyBoard attention Sharon McAfee, P.O. Box 400, Austin,Tx. 78767-0400, or Sharon.mcafee@tasb.org

Thank you for the business you have given us in the past, and for the opportunity to bid this loader. This loader is the same basic loader as the DOOSAN DL250 in your present fleet.

Yours truly,

Thad R. Moore

Thad R. Moore

(956) 565-3788 Email: HVProgreso@aol.com (956) 565-2252 Fax

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

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Vendor Contract Information

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Vendors
H & V Equipment, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

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Browse Contracts

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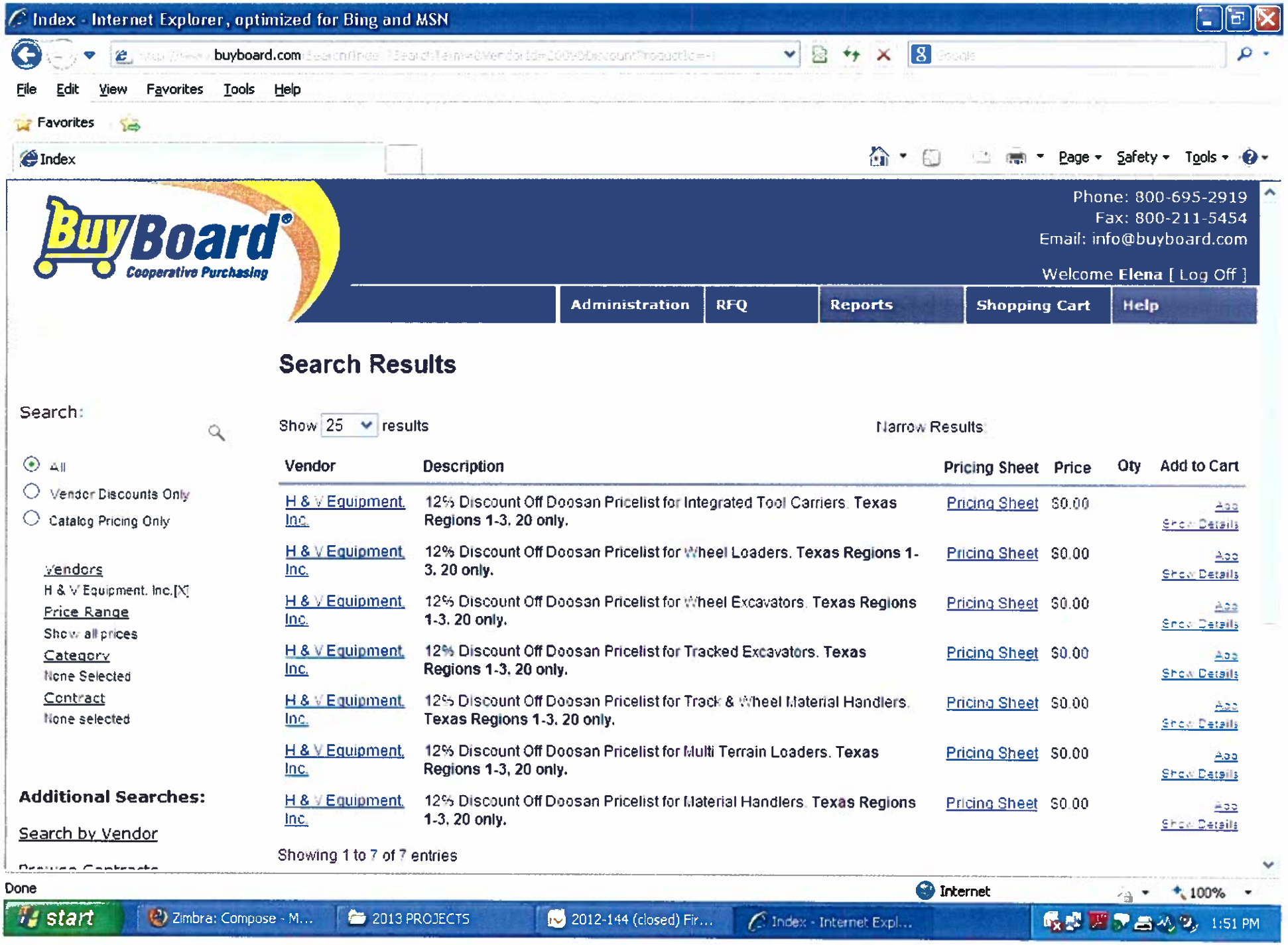
Additional Resources

Vendor Name:	H & V Equipment, Inc.
Address:	5627 E.Highway 281 Progreso, TX 78759
Phone Number:	(956) 565-3788
Email:	hvprogreso@aol.com
Website:	www.gvequipment.com
Federal ID:	74-2997884
Contact:	Thad R. Moore
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Construction/Road & Bridge Equipment, Ditching/Trenching/Utility Equipment
Contract Description:	
Contract#:	345-10
Effective Date:	10/01/2010
Expiration Date:	09/30/2013
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	Texas Regions 1-3, 20
States Served:	Louisiana, Texas
Quote Reference Number:	345-10
Return Policy:	None
Additional Dealers:	Corpus Christi TX
Regulatory Notice:	**BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.** **Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.** **The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)). BuyBoard contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.**

Contact us 800-695-2919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Fax: 800-211-5454
Email: info@buyboard.com
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Help
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Narrow Results
All
Vendor Discounts Only
Catalog Pricing Only
Vendors
H & V Equipment, Inc.[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected
Additional Searches:
Search by Vendor
Vendor
Description
Pricing Sheet
Price
Qty
Add to Cart
H & V Equipment, Inc.
12% Discount Off Doosan Pricelist for Integrated Tool Carriers. Texas Regions 1-3, 20 only.
Pricing Sheet
$0.00
Add
Show Details
H & V Equipment, Inc.
12% Discount Off Doosan Pricelist for Wheel Loaders. Texas Regions 1-3, 20 only.
Pricing Sheet
$0.00
Add
Show Details
H & V Equipment, Inc.
12% Discount Off Doosan Pricelist for Wheel Excavators. Texas Regions 1-3, 20 only.
Pricing Sheet
$0.00
Add
Show Details
H & V Equipment, Inc.
12% Discount Off Doosan Pricelist for Tracked Excavators. Texas Regions 1-3, 20 only.
Pricing Sheet
$0.00
Add
Show Details
H & V Equipment, Inc.
12% Discount Off Doosan Pricelist for Track & Wheel Material Handlers. Texas Regions 1-3, 20 only.
Pricing Sheet
$0.00
Add
Show Details
H & V Equipment, Inc.
12% Discount Off Doosan Pricelist for Multi Terrain Loaders. Texas Regions 1-3, 20 only.
Pricing Sheet
$0.00
Add
Show Details
H & V Equipment, Inc.
12% Discount Off Doosan Pricelist for Material Handlers. Texas Regions 1-3, 20 only.
Pricing Sheet
$0.00
Add
Show Details
Showing 1 to 7 of 7 entries
Done
Internet
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start
Zimbra: Compose - M...
2013 PROJECTS
2012-144 (closed) Fir...
Index - Internet Expl...
1:51 PM

Ladders & Service Platforms

Manuals, Parts & Operator's

GPS with 1 Year Subscription

PACKAGE ARRANGEMENT

CODE	DESCRIPTION	APPROX WEIGHT	LIST PRICE
DL250TC-US10	DL250TC Package A Base Machine Integrated W/O Bucket Integrated ROPS/FOPS Cabs Bias 20.5-25-16PR L3 Kumho-Hankook	14,000KG	141,993.21

OPTIONAL EQUIPMENT - Factory Installed

N.S. = Non Stock options shipped from vendor freight collect do not include installation

OPTION	CODE	DESCRIPTION	LIST PRICE
ADDITIONAL COUNTERWEIGHT	300	661LB ADDITIONAL COUNTERWEIGHT	2,400
FENDER	FUL	FULL FENDER	2,400
TIRE	BR7	TRIANGLE 20.5R25 (L3) RADIAL	7,857.87
	BRG	BRIDGESTONE 20.5R25 VJT (L3) RADIAL	7,350
JOYSTICK TYPE	FT3	FINGER TIP THREE LEVER	2,318
EMERGENCY STEER	ESS	EMERGENCY STEERING KIT	5,816.02
LOAD ISOLATION SYSTEM	LIS	LOAD ISOLATION SYSTEM	5,816.02
SEAT	AIR	AIR SUSPENSION SEAT	1,025.36
ROTATING BEACON	ROB	ROTATING BEACON	726.92
CAMERA	RVC	Rear View Camera	1,423.34
ALTERNATOR	80A	80A ALTERNATOR	802.91
FUEL DEHYDRATION	WIH	WATER SEPARATOR WITH HEATER	753.35
NOISE KIT	NOK	NOISE KIT	2,236.67
ARM FLOAT KICK OUT	AFK	ARM FLOAT KICK OUT	479.76

OPTIONAL EQUIPMENT - Dealer Installed

N.S. = Non Stock options shipped from vendor freight collect do not include installation

OPTION	DESCRIPTION	APPROX WEIGHT	LIST PRICE
139304-01-B	3 INCH SEAT BELT	0.00	126.83

OPTION	DESCRIPTION	APPROX WEIGHT	LIST PRICE
72037760	QUICK COUPLER, DL250TC, JRB STYLE	742.00	6,181.00
7203904	GPBKT; 108IN 3.5YD; JRB QC; BOT	2,499.00	11,683.00
7203905	GPBKT; 108IN 3.5YD; JRB QC; BOCE	2,409.00	9,877.00
7203921	LMBKT; 120IN 5.0YD; JRB QC; BOCE	3,572.00	13,213.00
7203946	MPBKT; 108IN 3.25YD; JRB QC; BOT	3,908.00	19,089.00
7203947	MPBKT; 108IN 3.25YD; JRB QC; BOCE	3,819.00	17,616.00
7203952	PALLET FORKS -JRB QC; 60 IN. CARRIAGE WIDTH; 48 IN. TINE LENGTH	1,438.00	6,905.00
7203953	PALLET FORKS - JRB QC; 60 IN. CARRIAGE WIDTH; 60 IN. TINE LENGTH	1,528.00	7,626.00
7223390	QUICK COUPLER, DL250, ISO STYLE	655.00	6,679.00
7224986	GPBKT; 108IN 3.5YD; ISO QC; BOT	2,575.00	11,683.00
7224987	GPBKT; 108IN 3.5YD; ISO QC; BOCE	2,485.00	9,877.00
7225050	LMBKT; 120IN 5.0YD; ISO QC; BOCE	3,495.00	13,213.00
7225055	MPBKT; 108IN 3.25YD; ISO QC; BOT	4,775.00	19,089.00
7225056	MPBKT; 108IN 3.25YD; ISO QC; BOCE	4,682.00	18,590.00
7225062	PALLET FORKS - ISO QC; 60 IN. WIDE CARRIAGE; 60 IN. TINE LENGTH	1,500.00	7,626.00
7235392	PALLET FORKS - ISO QC; 96IN WIDE CARRIAGE; 60IN TINE LENGTH	1,726.00	7,895.00
7235393	PALLET FORKS - ISO QC; 96IN WIDE HD CARRIAGE; 84IN TINE LENGTH	1,685.00	10,530.00
7235394	PALLET FORKS - ISO QC; 96IN WIDE HD CARRIAGE; 72IN TINE LENGTH	1,586.00	9,725.00
7235395	PALLET FORKS -JRB QC; 96IN WIDE CARRIAGE; 60IN TINE LENGTH	1,738.00	7,895.00
7235396	PALLET FORKS - JRB QC; 96IN WIDE HD CARRIAGE; 84IN TINE LENGTH	1,705.00	10,530.00
7235397	PALLET FORKS -JRB QC; 96IN WIDE HD CARRIAGE; 72IN TINE LENGTH	1,603.00	9,725.00
DL250LIS	HYD. LOAD ISOLATION DEALER INSTALL	0.00	0.01
DL250TCLK	AUX. LINES TO END OF BOOM	0.00	1,143.75

DOOSAN DL-250TC WORK SHEET
FOR HIDALGO COUNTY PCT # 2

DL250TC-US10	$141,993.21
BRIDGESTONE RADIAL TIRES	7,350.00
AIR SUSPENSION SEAT	1,025.36
QUICK COUPLER DL250-TC JRB STYLE	6,181.00
GPBKT; 3.5 YD BKT / JRB QC BOCE	7,626.00
AUX LINES TO END OF BOOM	1,143.75
TOTAL LIST PRICE	$175,196.00
LESS 12% BUYBOARD DISCOUNT	21,023.00
TOTAL	$154,173.00
LESS ADDITIONAL DISCOUNT (190 HRS)*	9,173.00
TOTAL DELIVERED PRICE	$145,000.00

NIGP Search

- Keyword Search
- Code Search
- **Drill Down Search**
  - Category
  - Class
- Customer Contracts
- Admin Maintenance
- View Your Agency's Information
- Maintain Your Agency's Users
- Downloads
- Download the NIGP Code
- Navigation
- Home
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Keyword Search

Customer Info

Customer Name: Hidalgo, County of - TX
Contract ID: All contracts

Search Depth Criteria

- (•) Normal (7-Digit Level)
- ( ) Thorough (11-Digit Level)

- (•) Search **ALL** keywords
- ( ) Search **ANY** keywords

Keyword(s): loader

Perform Search

Legend

Code Level	Class	Class-Item	Group	Detail
Example	XXX	**XXX-XX**	XXX-XX-XX	**XXX-XX-XX-XXX-X**

Code	Description	UOM
760	ROAD AND HIGHWAY EQUIPMENT: EARTH HANDLING, GRADING, MOVING, PACKING, ETC.	N/A
760-04	**Backhoe/Loader Combination**	**N/A**
760-04-20	TRACTOR, LOADER, BACKHOE, HEAVY, W/CAB ATTACHMENTS, DIESEL	N/A

There are no details available

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NIGP Search

Keyword Search

Code Search

Drill Down Search
Category
Class

Customer Contracts

Admin Maintenance

View Your Agency's Information

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Log Out

Keyword Search

Customer Info

Customer Name: Hidalgo, County of - TX
Contract ID: All contracts

Search Depth Criteria

- (•) Normal (7-Digit Level)
- ( ) Thorough (11-Digit Level)

- (•) Search **ALL** keywords
- ( ) Search **ANY** keywords

Keyword(s): 3.5 cu yard bucket for loader

Perform Search

Legend

Code Level	Class	Class-Item	Group	Detail
Example	XXX	**XXX-XX**	XXX-XX-XX	**XXX-XX-XX-XXX-X**

Code	Description	UOM
760	ROAD AND HIGHWAY EQUIPMENT: EARTH HANDLING, GRADING, MOVING, PACKING, ETC.	N/A
760-04	**Backhoe/Loader Combination**	**N/A**
760-04-20	TRACTOR, LOADER, BACKHOE, HEAVY, W/CAB ATTACHMENTS, DIESEL	N/A

There are no details available

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AI-38938 **Purchasing Department 19. D. 1.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Mon Mack Road project in Pct No. 4.

Evaluator	TEDSI Infrastructure	Quintanilla, Headley & Associates, Inc	Building Transportation Infrastruture, Inc DBA BTI , Inc
Evaluator 1	98	96	94
Ranking			

C. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of _____ for: the provision of professional engineering services for Mon Mack Road project in Pct No. 4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available balance as of 5-24-13 $43,874.19

Attachments

Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/23/2013 05:01 PM
Budget & Management	Obdett Calzada	05/24/2013 08:44 AM
Manuel Chapa	Manuel Chapa	05/24/2013 09:08 AM
Auditor's Office	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Nielda Cavazos Started On: 05/23/2013 02:20 PM

Final Approval Date: 05/24/2013

HIDALGO COUNTY PRECINCT NO 4

FOR

Engineering Services

Mon Mack Road Project Located in Pct 4

Scoring & Evaluation GRID

Engineering Services

Total Scores	TEDSI, Infrastructure Group	Quintanilla, Headley & Associates, Inc	Building Transportation Infrastructure, Inc ., DBA BTI, Inc
Evaluator 1	98	96	94
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-38939 **Purchasing Department 19. D. 2.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Nielda Cavazos,
PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional engineering services.

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional engineering services for Roosevelt Road project in Pct No. 4.

Evaluator	TEDSI, Infrastruture Group	Le Fevre Environmental & Management Consultant	Terracon Consultants
Evaluator 1	98	95	93
Ranking			

C. Authority for the Purchasing Department to negotiate a professional engineering services contract with the No. 1 ranked firm of _____ for: the provision of professional engineering services for Roosevelt Road project in Pct No. 4.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1200-431-00-124-007-0-731

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

BUDGETARY IMPACT:

Available funds as of 05/24/13.

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/23/2013 05:01 PM
Budget & Management	Obdett Calzada	05/24/2013 08:45 AM
Olga Garza	Olga Garza	05/24/2013 03:13 PM
Auditor's Office	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Nielda Cavazos Started On: 05/23/2013 02:33 PM

Final Approval Date: 05/24/2013

HIDALGO COUNTY PRECINCT NO 4

FOR

Engineering Services

Roosevelt Road Project Located in Pct 4

Scoring & Evaluation GRID

Engineering Services

Total Scores	TEDSI, Infrastructure Group	Le Fevre Environmental & Management Consultant	Teracon Consultants
Evaluator 1	98	95	93
RANKING			

*Scoring & Evaluation was completed by Pct No 4 *

AI-38809 **Purchasing Department** **19. D. 3.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Marty Salazar **Submitted By:** Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance of proposal received from awarded vendor, Facility Solutions Group in the amount of $26,796.74 through the County's participation/membership with Buy Board for the Turnkey Purchase and Installation of Solar Powered Lights for Precinct No. 4-"Hoehn Subdivision Solar Lights Project" as per plans and specifications drafted and developed by Mr. Raul Sesin, P.E., Hidalgo County Planning Department, in connection with the Energy Efficiency and Conservation Block Grant (EECBG) Functions/Activities with authority to process requisition when submitted through Procurement Project#2013-173-MSS

BACKGROUND

Purchase Order Requisition # 235934

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1287-431-00-124-131-3-739

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

BUDGETARY IMPACT:

Attachments

FSG Proposal and BuyBoard Price Verification

Form Review

Inbox	Reviewed By	Date
Auditor's Office	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Moises Salazar Started On: 05/16/2013

Final Approval Date: 05/24/2013

FACILITY SOLUTIONS GROUP

lighting > electrical > energy
technology > signs

April 25, 2013

Pct.4 for the County of Hidalgo Texas
Commissioner Joseph Palacios

Reference: Solar light/Installation for Pct.4 colonias

Facility Solutions Group appreciates the opportunity to offer you a proposal to install Sol fixtures SPM-300-3Q CH DOME w'10 ARM on a 37 Direct Burial ANSI 05.01 wood pole. These will be specified by Hidalgo County.

(4) Sol Lighting fixtures SPM-300-3Q-CH-DOME w 'arm @ $5,915.58=$23,662.32
(4) ANSI .05-01 37' Direct Burial wood Pole @ $534.42= $2,137.68
(4) Labor 10.0 hours of installation per pole@ $65.00=$ 2,600.00
Total project $28,400.00

Facility Solutions Group would like give Pct.4 for the County of Hidalgo an additional discount of $1,603.26 for this project.

Total project cost for this project with additional discount will be $ 26,796.74

******* Note We are in receipt of soil test reports or contingencies at proposed pole locations. This proposal is contingent on suitable soil reports to facilitate the installation. If we have to slurry and or sleeve the holes for installation of poor soil, the additional cost per pole would be $495.00 per pole...Most likely it would be minimal as this mainly occurs near coast or where there is a high water table.

We are a selected vendor and installer on the Texas State Buy Board #368-10 Energy Savings Lighting.

Sincerely,

Antonio Olivares LEED AP
FSG New Business Development Manager Lighting/Electrical

8018 West Expressway 83, Harlingen TX. 78552 ▪ 956-797-4191
Regulated by The Texas Department of Licensing and Regulation, P.O. Box 12157
Austin, Texas 78711, 1-800-803-9202, 512-463-6599; TECL #25589
Website: www.license.state.tx.us/complaints

HIDALGO COUNTY PURCHASING DEPARTMENT

TABULATION SHEET

HIDALGO COUNTY PRECINCT NO. 4 -"HOEN SUBDIVISION SOLAR LIGHTS PROJECT -EECB"

PROPOSAL SUBMITTED BY: FACILITY SOLUTIONS GROUP THRU BUYBOARD CONTRACT # 368-10

ITEM	DESCRIPTION	BUYBOARD LISTED PRICE	QUANTITY	FSG QUOTED	TOTAL
1	Sol Lighting Fixtures SPM-300-3Q CH DOME w'10 ARM	$ 7,422.00	4	$ 5,915.58	$ 23,662.32
2	ANSI .05-01 37' Direct Burial Wood Pole	Included above	4	$ 534.42	$ 2,137.68
3	Labor -Installation (10 HRS PER POLE)	$ 65.00	40	$ 65.00	$ 2,600.00
4	ADDITIONAL DISCOUNT		1	$ (1,603.26)	$ (1,603.26)
					$ 26,796.74

Solar Pathway, Area, and Parking Lot Lights

Product	Buy Board Model Number	Description	List Price
20/20 SERIES with 20ft Channeled Aluminum Pole w/ Anchor Bolts			
	TX2-xx-A40-D2D-K20-(Color)	40w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) , operating dusk until dawn, locking battery box. 20 ft Channeled Pole included.	$9,711
	TX2-xx-A40-6250-K20-(Color)	40w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. 20 ft Channeled Pole included.	$9,178
	TX2-xx-A50-D2D-K20-(Color)	50w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) , operating dusk until dawn, locking battery box. 20 ft Channeled Pole included.	$9,900
	TX2-xx-A50-6250-K20-(Color)	50w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. 20 ft Channeled Pole included.	$9,900
	TX2-xx-A60-D2D-K20-(Color)	60w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) , operating dusk until dawn, locking battery box. 20 ft Channeled Pole included.	$10,733
	TX2-xx-A60-6250-K20-(Color)	60w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. 20 ft Channeled Pole included.	$9,900
	TX2-xx-A70-D2D-K20-(Color)	70w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) , operating dusk until dawn, locking battery box. 20 ft Channeled Pole included.	$11,144
	TX2-xx-A70-6250-K20-(Color)	70w LED 20/20 Fixture, type 2, type 3, or type 5 distribution (specify T2, T3, or T5) operating at full for 6 hours after dusk , dimming to 50%, then operating at full 2 before dawn, locking battery box. 20 ft Channeled Pole included.	$10,733
SP Series-Side of Pole Mount Cobra Head with 10ft Arm and Pole included			
	SPM-300-3Q-CH-DOME-10'Arm-DTB w 37' Direct Burial-ANS15, 1-WOODPOLE	SPM-300-3Q-CH-DOME-10'Arm-DTB w 37' Direct Burial-ANS15, 1-WOODPOLE	$7,422
	SPM-300-3Q-CH-DOME-10'ARM-DTD w/25'boltdown-STEEL	SPM-300-3Q-CH-DOME-10'ARM-DTD w/25'boltdown-STEEL	$8,922
	SPM-300-3Q-CH-DOME-10'ARM-DTD w/25'boltdown-ALUMINUM	SPM-300-3Q-CH-DOME-10'ARM-DTD w/25'boltdown-ALUMINUM	$9,122
TP Series -Dual Cobra head with 6ft Arm			
	TPM-1CD2A60-Q4H-3V-25	1CD2A60-Q4H-3V-25-ADB25-6x3.5 Sol Inc. 60W LED COB Solar Powered.	$7,795
	TPM-375-3Q-2CH-DOME-6’ARM-0440002 (pole not included)	Dual 45W Cobra head fixtures, Type 2 distribution, operating at full for 4 hours after dusk, dimming to 40%, then operating at full 2 hrs. before dawn, locking battery box. Powder coating in Bronze or Black.	$8,692

Search Results

Search:

All
Vendor Discounts Only
Catalog Pricing Only

Vendors
Facility Solutions Group[X]
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Show 25 results

Narrow Results: installation

Vendor	Description	Pricing Sheet	Price	Qty	Add to Cart
Facility Solutions Group	0% Discount off FSG Electric Pricelist for Street and Area Lighting New Construction Installation Services	N/A	$0.00		Add Show Details
Facility Solutions Group	0% Discount off FSG Electric Pricelist for Wireless Monitoring and Control Systems New Construction Installation Services	N/A	$0.00		Add Show Details
Facility Solutions Group	0% Discount Off FSG Electric Pricelist for All Installation Labor	N/A	$0.00		Add Show Details
Facility Solutions Group	Installation of FSG Electric Wall Box Motion Sensor	N/A	$25.00		Add Show Details
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 1 lamp T8 32W	N/A	$31.07		Add Show Details
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 1 lamp T8 25W	N/A	$31.80		Add Show Details
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 2 lamp T8 32W	N/A	$33.45		Add Show Details
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 1 lamp T8 28W	N/A	$33.60		Add Show Details
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 2 lamp T8 25W	N/A	$34.55		Add Show Details
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 2 lamp T8 28W	N/A	$35.15		Add Show Details
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 3 lamp T8 32W	N/A	$39.07		Add Show Details
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 3 lamp T8 25W	N/A	$40.73		Add Show Details
Facility Solutions Group	Installation of FSG Electric (excludes disposal, bond, electrical outside of fixture or over 12' ceiling) 3 lamp T8 28W	N/A	$41.62		Add Show Details
Facility Solutions Group	Installation of FSG Electric Exit Lights, price valid for direct replacement only	N/A	$52.00		Add Show Details
Facility Solutions Group	Installation of FSG Electric Exterior Lighting	N/A	$65.00		Add Hide Details

Extended Product Information

Reference Number: 368-10

Brand: Various

Part Number: Installation

Unit Measure: EA

Vendor Website: www.fsgconnect.com

Full Description: Installation of FSG Electric Exterior Lighting

Phone: 800-695-2919
Fax: 800-211-5454
Email: info@buyboard.com

Welcome **Moises** [Log Off]

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Vendor Contract Information

Proposal Document | Back

Search:
Sol

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Vendors
None Selected
Price Range
Show all prices
Category
None Selected
Contract
None selected

Additional Searches:

Search by Vendor

Browse Contracts

Instructional Materials

Additional Resources

Vendor Name:	Facility Solutions Group
Address:	610 West Powell Lane Austin, TX 78753
Phone Number:	(512) 835-4971
Email:	mikeh@fsgi.com
Website:	www.fsgconnect.com
Federal ID:	74-2942838
Contact:	Mike Heins
Accepts RFQs:	Yes
Minority Owned Vendor:	No
Women Owned Vendor:	No
Contract Name:	Energy Saving Lighting Products
Contract#:	368-10
Effective Date:	04/01/2011
Expiration Date:	03/31/2014
Payment Terms:	Net 30 days
Delivery Days:	10
Shipping Terms:	Free Freight
Freight Terms:	FOB Destination
Ship Via:	Common Carrier
Region Served:	All Texas Regions
States Served:	Arizona, Colorado, Illinois, Indiana, Kansas, Missouri, New Jersey, New Mexico, Oklahoma, Texas
Quote Reference Number:	368-10
Return Policy:	30 days provided that electronic items have not been installed.
Additional Dealers:	San Antonio TX, Shawnee KS, Placentia CA, Perth Amboy NJ, Denver CO, Albuquerque NM, Phoenix AZ, Houston TX, Dallas TX, Corpus Christi TX, Fort Worth TX, Bensenville IL, Indianapolis IN,

Regulatory Notice:

BuyBoard contract pricing does not include bonding or insurance. Each entity must assess their individual projects to determine the need for bonding and insurance, including without limitation such workers' compensation insurance as may be required by state or local law or policy. If required, it is the responsibility of each entity to obtain such bonding and insurance or confirmation of coverage, as applicable, from the vendor.

Also, each entity must assess their individual projects to determine whether the project is subject to prevailing wage rate requirements under the federal Davis Bacon Act or state or local law. If any such requirements apply, it is the responsibility of each entity to take appropriate action to determine compliance by the vendor.

The Texas Professional Services Procurement Act, Chapter 2254 of the Texas Government Code ("Act"), prohibits a governmental entity from using a competitive bid process that initially considers price in the procurement of professional services covered under the Act. "Professional services" under the Act includes, but is not limited to, professional engineering, architecture, accounting, landscape architecture, land surveying, and real estate appraisal services. Additionally, the Texas Interlocal Cooperation Act provides that a governmental entity may not use an interlocal contract with a purchasing cooperative to purchase engineering or architectural services (Texas Government Code, Section 791.011(h)). BuyBoard® contracts do not, and are not intended to, include professional services that must be procured in accordance with the Act. Cooperative members are reminded that they must comply with the Act whenever a contract includes professional services as a component part, and may not procure engineering or architectural services through a BuyBoard contract.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 5/8/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Peter Mulcahy
Independent Insurance Group
3010 LBJ Freeway Ste. 920
Dallas TX 75234-7004

CONTACT NAME: Diana Allred
PHONE (A/C, No, Ext): 972-231-8277 **FAX (A/C, No):**
E-MAIL ADDRESS: dianaa@indinsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : TRAVELERS LLOYDS INS CO	41262
INSURER B : Travelers Indemnity Company	25658
INSURER C : Travelers Property Casualty Company	25674
INSURER D : Underwriters At Lloyds London	15792
INSURER E : Starr Indemnity & Liab Co	38318
INSURER F :	

INSURED
Facility Solutions Group, Inc.
See Named Insureds below
4401 Westgate Blvd, Suite 310
Austin TX 78745-1494

COVERAGES **CERTIFICATE NUMBER:** 2108318207 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
C	GENERAL LIABILITY	Y	Y	VTC2J-CO-131J8737	10/1/2012	10/1/2013	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	X Contractual Liab						PERSONAL & ADV INJURY	$1,000,000
	X XCU						GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	POLICY X PRO-JECT X LOC							$
C	AUTOMOBILE LIABILITY	Y	Y	VTC2J-CAP-131J8749	10/1/2012	10/1/2013	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
C	X ANY AUTO			BAP131J8750 (Phys Dmg)	10/1/2012	10/1/2013	BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
	X Comp/Coll $1							$
E	X UMBRELLA LIAB X OCCUR	Y	Y	SISCCCL01603212	10/1/2012	10/1/2013	EACH OCCURRENCE	$5,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$5,000,000
	DED X RETENTION $ N/A						Follows Form	$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		Y	VTC2K-UB-8355N839-11	10/1/2012	10/1/2013	X WC STATU-TORY LIMITS / OTH-ER	
B	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N	N / A		VTRJ-UB-0923P941 (AZ)	10/1/2012	10/1/2013	E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000
A	Installation Floater			QT 630 0502P347	10/1/2012	10/1/2013	Owned Equip	$1,000,000
A	Leased/Rented			QT6300502P347	10/1/2012	10/1/2013	Blanket	$500,000
D	Professional Liab			PFSG00211	10/1/2012	10/1/2013	Occur/Aggre Limits	$2,000,000

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

Named Scheduled:FSG Electric; FSG Lighting;FSG,INC.;GB Realty Management, LLC;801 Richfield Partnership,LLC;Sign Tech International;Design Electric, Inc.; Graham Byrne, Ltd

CERTIFICATE HOLDER

County of Hidalgo
2812 South 281
Edinburg TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-38536 **19. E. 1.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Yolanda Velasquez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting authority to exercise the sixty (60) day grace period extension as provided in the current contract: E-12-161-06-05"Maintenance & Repair for Elevators Located in County Owned Buildings" for Hidalgo County, under the same rates, terms and conditions with Thyssenkrupp Elevator Corporation-Effective June 15, 2013, Expiring August 14, 2013 or (upon completion of the procurement process which ever is most advantageous to HC);

b. Requesting authority to advertise and approval of procurement packet (i.e., specifications - requirements, legal notice, draft contract etc.) as attached hereto for - Hidalgo County-Maintenance & Repair for Elevators Located in County Owned Buildings" RFB 2013-020, including the authority to re-advertise project in the event that no bids are received and/or are rejected and project is still required.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-40-220-001-0-431

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

BUDGETARY IMPACT:

Available funds as of 5/22/13.

Attachments

Dept. Approval Memo

Contract

Legal Review

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	05/21/2013 02:14 PM
Budget & Management	Obdett Calzada	05/22/2013 11:06 AM
Olga Garza	Olga Garza	05/22/2013 11:29 AM
Auditor's Office	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Yolanda Velasquez Started On: 05/01/2013 10:59 AM

Final Approval Date: 05/24/2013

MEMORANDUM

2812 SOUTH BUSINESS HIGHWAY 281 ★ EDINBURG, TEXAS 78539★TEL: (956) 318-2626 ★ FAX: (956) 318-2629

To: Daniel Flores, Building Maintenance Manager
Hidalgo County Facilities Management

From: Yolanda Velasquez YZV
Purchasing Dept., Buyer III

Date: April 22, 2013

Re: **RFB No. 2013-020-00-00-YZV Approval of Specifications/Requirements for "Elevator Maintenance and Repair"**

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 ☑	DISAPPROVE ☐
APPROVED WITH MODIFICATIONS ☐	

FUNDS AVAILABILITY: Yes ✓ No _____ Other specify _____

BUDGET ACCOUNT#: 3-1100-419-40-220-001-0-431

AUTHORIZED SIGNATURE	PRINTED NAME	DATE
	Daniel Flores	5/24/13

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 TUESDAY, APRIL 30, 2013 by 2:00P.M.

SPECIFICATIONS:

Hidalgo County is seeking a contract for full service to maintain and repair elevators. Vendor (s) must maintain full operation, inspection, testing, certification, maintenance, and repair program which will provide reliable elevator services for the County elevators in full compliance with State of Texas Elevator Inspection Act and with ASME A17.1 (American Society of Mechanical Engineers Safety Code for Elevators and Escalators A17.1).

SCOPE:

Vendor shall provide all parts, labor, and materials necessary for the maintenance and repair of elevators listed below, using trained mechanics, employed and supervised by Vendor. Mechanics shall be qualified to maintain elevators and related equipment in compliance with State requirements (passing State inspections) and in proper operating condition at all times, making necessary repairs, adjustments, and performance of preventive maintenance.

APPLICABLE STANDARDS:

Contractor shall perform all testing, inspection, repair, removal and installation in a safe manner and in accordance with applicable laws and regulations, In addition to all Building Codes and State Standards.

GENERAL PROVISIONS

This is a firm fixed-price, fixed quantity contract calling for delivery of the products or services at the stated prices submitted by the Bidder. Upon acceptance of a bid by Hidalgo County Commissioners and issuance of a Contract Award by the products or services at the stated prices, within the time specified, and in accordance with all Terms and Conditions, and General Provisions contained herein.

CHANGES: The County Purchasing Agent may at any time, by written order, and without notice to the sureties, if any, make changes within the general scope of this contract in any one of the following:

(a) Description of services to be performed.
(b) Time of performance (i.e. hours of day, days of week, etc.)
(c) Place of performance of the services.
(d) Correction of errors of a general administrative nature or other mistakes, the Correction of which does to affect the scope of the contract, or does not result in expense to the Vendor.

SITE VISIT:

Bidders must examine elevators, prior to submitting bid. Bidder shall not be relieved of responsibility for properly estimating, cost of service required or condition of existing equipment because of his failure to investing and inspect the equipment, because of his failure to investigate and inspect the elevators. The visit must be coordinated in advance with Mr. Daniel Flores, Director, Hidalgo County Facilities Management at (956)289-7855/ ext 4355.

LOCATIONS: Elevators to be serviced, including but not limited to:

- **Hidalgo County Courthouse Building**
  100 N. Closner (HSO Substation)
  Edinburg, TX 78539

  4 Elevators: At the Hidalgo County Courthouse
  - (2) Main lobby west side (cable-electric type-5 floors)
    - Elevator # 1 left
    - Elevator # 2 right
  - (2) Are located on the northeast side and are (hydro-electric types-3 floors)
    - Elevator # 3 left
    - Elevator # 4 right

- **Hidalgo County Clerk Warehouse**
  317 N. Closner
  Edinburg, Texas 78539

  1 Elevator
  - (1) elevator at the County Clerks Warehouse (hydro-electric type-2 floors)

- **Delta Building Warehouse**
  3100 S. Business Hwy 281
  Edinburg, Texas 78539

  1 Elevator
  - (2) Store freight elevator (2 floors)
    - Elevator # 1 North, Two story Freight Elevator, No Passengers
    - Elevator # 2 South, Two story Freight Elevator, No Passengers

The following Elevators will be undergoing modernization at these locations; these elevators will be under warranty for one year after completion of modernization. At the request Hidalgo County these elevators will be incorporate in this contract.

- **Hidalgo County Administration Building**
  100 E. Cano
  Edinburg, Texas 78539

  4 Elevators: At the Hidalgo County Old Administration Building
  - (2) Main lobby/Atrium (hydro-electric- 5 floors)
    - Elevator # 1 left
    - Elevator # 2 right
  - (1) County Judge Office on the North Side Atrium-(small hydro-electric-2 floors)
    - Elevator # 3
  - (1) Elevator on the South Side, across the hall from County Judges Office (small, hydro-electric- 2 floors).

- Elevator # 4

POINT OF CONTACT (POC):

POC: Mr. Daniel Flores, Facilities Management

Office 956-289-7858 x4355, Cell 956-292-3653

REQUIREMENTS:

1. During the term of this contract, and upon expiration of any free service agreements (warranties) for elevators identified and detailed herein, the vendor will provide a price on the Bid Page contained in this Procurement Packet for set this project.

2. Hidalgo County reserves the right not to pay any monthly fees on any of the elevators while the modernization is being conducted.

3. Hidalgo County will only pay for elevator repairs and maintenance services which are being serviced during the term of the contract.

4. Bid percent of markup, over cost on ALL parts, materials and rental equipment necessary to complete needed repair or replacement.

EQUIPMENT: The following is a list of equipment to be serviced.

(A) **HYDRAULIC ELEVATORS:** Power Unit, pump motor and controller, valves, including relief valve, pilot, lowering, leveling and check valve, or any parts thereof, AV@ belts, strainers, springs and gaskets, control relays, solid state control components, contacts, coils, timers, magnet frames and controller wiring, traveling cables and components for the entire operating circuit, plunger, guide bearings, packing and packing gland, guide rails and guide shoes.

- **REPLACEMENT PARTS:**
  Vendor shall supply at this expense, all parts, components, or devices for equipment outlined in Paragraph (A) Hydraulic Elevators as follows:

  (a) Worn, broken or inoperable parts or components shall be repaired or replaced with new parts, components or devices.

  (b) Parts shall be of the newest design available provided they are compatible with end-use equipment and functionally equivalent.

Vendor shall provide all lubricants which are especially prepared or compounded to maintain hydraulic fluid to proper operating level. Vendor shall make repairs, adjustments, or elevators at all times, and perform those services which may be required before the next scheduled inspection.

(B) **ELECTRIC ELEVATORS:** Machine, motor, generator and controller parts including work gears, thrusts, bearings, brake magnet coils or brake motors, brake magnet coils or brake coils contacts,

resistance for operating and motor circuits, magnet frames and other moving parts, shall be inspected, adjusted, or repaired and maintained in proper operating condition.

1. Vendor shall replace all wire ropes, equalize tension all hoisting ropes, and repair or replace conductor cables as necessary to maintain safe operating condition of elevators. Vendor shall replace shoe gibs or guide rollers if necessary to insure smooth and quiet operation and where roller guides are used, to keep guide rails properly lubricated. Vendor shall also make periodic examination of all safety devices and governors and make customary annual safety tests.

2. Vendor shall conduct an inspection of all elevators covered by this contract within ten (10) days after Notice of Award to insure safe operation. Elevators found to be unsafe shall be reported immediately, in writing, to the Attention of Hidalgo County Facilities Management Director Mr. Daniel Flores, stating the nature of the unsafe condition and recommended corrective action necessary.

EXCLUDED ITEMS:

Vendor shall not be held responsible for refinishing, repairing, or replacement of car enclosures, car doors, hoist way enclosures, hoist way door panels, frames and sills, light fixtures and lamps, main line power switches, breakers and feeders to controller, underground and emergency car light and battery, smoke and fire sensors with related control equipment not specifically part of elevator controls, or parts damages through abuse, misuse, or negligence by county employees or others using elevators as a public conveyance and vandalism.

MAINTENANCE PROCEDURES AND RECORDS:

Vendor shall employ a systematic schedule of inspection and service based on calendar periods, operating hours, manufacturer's recommendations, and/or good commercial practice. A minimum of one (1) inspection per month for each elevator shall be made for all elevators.

(a) A record of each inspection, repair, or service shall be maintained showing as a minimum, date of service, technician's name, detail of service performed, equipment repaired or serviced, and signature of the Director, Hidalgo County Facilities Management, or his/her representative. Vendor shall submit the original service records to the Director, Hidalgo County Facilities Management, at the end of each month. Clearly written maintenance logs for each unit serviced shall be kept in the appropriate machine rooms, and dated monthly as per inspection. Perform annual or five (5) year no-load safety test as required by American National Standards Industry
using ANSI/ASME-A17.1.1987 Code and Section 1002 & 1004.

(b) Safety tests must be completed at least one month prior to, but not more than two months, prior to expiration date.

SERVICE CALLS:

Vendor shall provide service at no additional cost, in addition to normal maintenance and repairs as

follows:

(a) On-site response within two (2) hours after call, on a twenty-four (24) hour-a-day basis, everyday, including weekends and holidays.

(b) Vendor shall provide a current list of individuals responsible for providing service to Director, Hidalgo County Facilities Management. List will include name, telephone number, and date when list was issued. The list will be updated as required. Automatic telephone answering or recording device numbers are not acceptable.

(c) In addition to the name and number of technician provided, one additional telephone number of someone within the company management structure shall also be given. This additional number is not be used unless there has been no response to service calls within two (2) hours.

(d) Service calls may only be made by those individuals identified in writing, a copy of such listing to be provided to the Vendor within ten (10) days by the Director, Hidalgo County Facilities Management.

(e) A supervisor/lead-mechanic must be assigned who possesses the same training/certification requirements as the servicing mechanics. This individual's phone number must be included in the list submitted above in the event of emergencies.

EMERGENCY CALLS:

Emergency calls shall be limited to situations in which people are trapped in a non-working elevator or which involve safety hazards to human life and/or damage to property. Such situations, as determined by the Director, Hidalgo County Facilities Management or a designated representative, shall require **IMMEDIATE** response.

(a) Vendor will provide the county with seven day per week (Monday-Sunday), twenty-four (24) hour per day emergency service as defined above. Need to have response from Elevator Tech. on Emergency situations.

(b) Vendor shall provide **immediate** response and have a technician on-site without delay.

(c) In the event Vendor fails to respond in an appropriate or timely manner, the Director, Hidalgo County Facilities Management, shall be free to take whatever action is necessary to protect life or property. Any costs or damage associated with such action shall be the responsibility of the Vendor at the Vendor's expense.

(d) At the request of the Director, Hidalgo County Facilities Management, Vendor shall provide appropriate emergency training to Hidalgo County employees.

ACCESS TO BUILDING:

Vendor and designated representative of Hidalgo County Facilities Management, Mr. Daniel Flores Director, shall establish mutually agreeable schedule for performance of routine service calls, schedule of normal operating hour's points of access, and other information necessary to insure optimum convenience to all concerned.

PROTECTION OF PROPERTY AND PREMISES:

Vendor shall use the same care and protection of all equipment and facilities covered by this contract which any reasonable person would apply to his own property. Waste or damage costs as determined by Hidalgo County shall be paid by the Vendor.

MECHANIC QUALIFICATIONS:

Only mechanics trained on one or more of the following types of elevator systems may be used in the performance of this contract:
Hydro-Electric Traction
Cable Traction
Traction Geared
Gear less

Training for all employees must include conventional relay control or solid state controls.

(a) Bidder shall provide with his bid, copies of mechanics' certification or evidence of training, a sworn statement signed by the bidder outlining each school, course, training, and/or experience completed by every mechanic who will perform services under this contract.

(b) Hidalgo County reserves the right to direct the Vendor to remove or replace any employee for just cause.

(c) In addition to other evaluation factors, the qualifications of Vendor employees used in the performance of this contract will be considered.

INSPECTION AND ACCEPTANCE:

The County of Hidalgo is hereby designated to participate in the administration of this contract to insure Vendor's compliance with its technical requirements, including inspection and acceptance of the services for the County at the performance site. Elevator=s must be maintained in compliance with State requirements and pass any, and all, State inspections.

SUBCONTRACTING:

The vendor awarded the contract shall not engage the service of a subcontractor without prior written consent of Hidalgo County Facilities Management Department. When requesting consent from Hidalgo County Facilities Management Department the retention of a subcontractor to perform services hereunder, the successful bidder must present evidence that the proposed subcontractor possesses all necessary licenses and permits to perform the services described herein, and that the subcontractor or the successful vendor have obtained the required insurance coverage's and policies as required by Hidalgo County. Payment to subcontractor must be made by vendors.

RESPONSIBILITY OF VENDOR:

(a) The vendor awarded the contract shall present evidence that vendor possesses all necessary and permits to perform the services described herein, and that the successful vendor has obtained the required insurance coverage's and policies as required by Hidalgo County Facilities Management Department. Termination, suspension or revocation of required licenses or permits are grounds for immediate termination of any awarded contract.
(b) Interested vendors must have the capabilities to address tow or more repairs (jobs) at one time.

NEW SITES:

The contract will not automatically entitle vendors to any installation rights for any new buildings which may be acquired during the contract term.

TERM & CONDITIONS:

1. Term of contract is for two (2) year period with County's option to renew contract for additional one (1) year term under the same rates and conditions.

2. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

3. 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.

4. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

5. 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.

6. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or

technicalities, or to accept the bid considered the best and most advantageous to the County.

7. Insurance (requirements) certificates must be submitted to Hidalgo County Purchasing Department for approval prior to any services being performed which is applicable to the awarded bidder in accordance to Exhibit "C" attached.

8. 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.

9. Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.

10. Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions including but not limited to; renovations/modernizations of the Buildings

11. All costs and expenses associated with the preparation and submission of (bids, proposals
And/or quotes) shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto Hidalgo County.

A. 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. 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.
b. 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.
c. The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
d. No price escalation will be authorized in excess of the amount of the increase referred to in the supplier=s notice.
e. 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.

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 (956) 292-7612 OR VIA EMAIL: yolanda.velasquez@co.hidalgo.tx.us BY NO LATER THAN, Wednesday Month 00, 2013 AT 5:00 P.M., AT (956) 318-2629. RESPONSES TO SAID INQUIRIES WILL BE SENT TO ALL APPLICANTS VIA FACSIMILE OR EMAIL BY NO LATER THAN 5:00 P.M. Friday Month 00, 2013.

PURCHASING DEPARTMENT
County Of Hidalgo

May 2, 2013

Thyssenkrupp Elevator Corporation
Attn: Gregg Laznovsky, Sales Manager
5449 Bear Lane, Suite 406
Corpus Christi, Texas 78405

via email: gregory.laznovsky@thyssenkrupp.com

RE: Sixty (60) Day Extension to E-12-161-06-05-"Maintenance & Repair for Elevators Located in County Owned Buildings"

Dear Mr. Laznovsky;

Commissioners' Court will take applicable action on **(Tuesday, May 21, 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 June 15, 2013, and Expiring August 14, 2013)** or **(upon completion of the procurement process whichever 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, May 15, 2013, attn: Yolanda Velasquez, Buyer II to facsimile (956) 318-2629 or via email: yolanda.velasquez@co.hidalgo.tx.us so as to meet the agenda request form deadline.

By: Gregg Laznovsky - Sales Mgr. Date: 5-2-13

Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals, Statements of Qualifications), if applicable.

Should you have any questions or require additional information, please do not hesitate to contact meat (956) 292-7000 ext. 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
H. C. Purchasing Department

xc: file

Zimbra **yolanda.velasquez@co.hidalgo.tx.us**

RE: Draft Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

From : Josephine L. Ramirez <josephine.ramirez@da.co.hidalgo.tx.us> Tue, May 14, 2013 11:26 AM
Subject : RE: Draft Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs
To : 'Yolanda Velasquez' <yolanda.velasquez@co.hidalgo.tx.us>
Reply To : josephine ramirez <josephine.ramirez@da.co.hidalgo.tx.us>

Yoli,

I have reviewed and approve as to the form of the agreement. Thanks.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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****

From: Yolanda Velasquez [mailto:yolanda.velasquez@co.hidalgo.tx.us]
Sent: Monday, May 13, 2013 4:15 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Subject: Fwd: Draft Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

Hello,

I made changes indicated. Please advise if ready to proceed to next step of procurement process.

Thanks
Yoli

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "josephine ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
Sent: Thursday, May 9, 2013 9:48:35 AM
Subject: Draft Contract -Maintenance & Repairs for Elevators Located in County Owned Bldgs

Good morning,

I had forwarded to Mrs. Marty the Draft with the changes that were recommended addressed. I don't think she has forward to you for final okay.

Please review and advise to proceed to next step.

Thank you

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, May 3, 2013 4:36:02 PM
Subject: Fwd: Maintenance & Repairs for Elevators Located in County Owned Bldgs

Marty,

I made the changes as per legal. I have attached the revised copy for final okay of draft.

Thanks
Yoli

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>, "michael garza" <michael.garza@da.co.hidalgo.tx.us>, "victor garza" <victor.garza@da.co.hidalgo.tx.us>
Cc: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
Sent: Friday, May 3, 2013 2:30:07 PM
Subject: RE: Maintenance & Repairs for Elevators Located in County Owned Bldgs

Marty,

See attached contract. Two provisions are highlighted: 1) it is unclear if this is a two year or one year term (specifications say two so please modify if this is correct); and 2) the signature line should be modified for my signature.

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
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****

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, May 03, 2013 12:58 PM
To: josephine.ramirez; michael garza; victor garza
Cc: Yolanda Velasquez
Subject: Fwd: Maintenance & Repairs for Elevators Located in County Owned Bldgs

Counselors:
Please review and comment as to form. We've attached specifications to assist.

Thanks,
Marty

From: "Yolanda Velasquez" <yolanda.velasquez@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Friday, May 3, 2013 9:45:54 AM
Subject: Maintenance & Repairs for Elevators Located in County Owned Bldgs

Good morning Mrs. Marty,

Please forward draft contract document along with specifications to Legal for review/comment as to form to proceed to next step of procurement process.

Thank you

Yolanda Velasquez, Buyer III
Hidalgo County Purchasing Dept.
Tel: (956) 318-2626 ext. 4881
yolanda.velasquez@co.hidalgo.tx.us

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-13-020-00-00

THIS CONTRACT is made and entered into this day _____ of _____**, 2013** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and _____ _____, a Texas Corporation ("Company").

WHEREAS, Company responded to bids requested for "**Maintenance** & **Repairs for Elevators Located in County Owned Buildings"** (the "Services") for Hidalgo County; and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); 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 quote to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to **Hidalgo County** for Maintenance & Repairs for Elevators Located in County Owned Buildings as specified in the specifications attached hereto as Exhibit "A". 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 Director of Buildings and Grounds 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 two (2) year period** beginning, **Month 00, 2013** and ending on, **Month 00, 2015** with the County's option to renew contract for additional one (1) year term, under the same rates, terms, and conditions. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term for unforeseen delay in award of new bid for the next contract term.

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 any action resulting from personal injury and/or property damage against the County to the extent arising out of, resulting from or connected with the provision of services by the Company under this Contract. Said indemnity shall include coverage of any negligent 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. In no event shall Company be liable for special, indirect, consequential or liquidated damages for default or delay caused by the County.

12. 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.

13. 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:

14. 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.

15. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

16. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

17. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

DRAFT

WITNESS our hands in duplicate originals this _____day of _____, 2013

Approved on Commissioners' Court_____

COUNTY OF HIDALGO

By:_____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr. County Clerk

COMPANY:

By:_____

Printed Name:_____

Title:_____

APPROVED AS TO FORM:
Hidalgo County Criminal District Attorney

By:_____
Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section

DRAFT

EXHIBIT “A”
Request for Bid (RFB)
Procurement Packet

DRAFT

DRAFT

EXHIBIT “B”

Bid Page

EXHIBIT “C”
Certificate of Insurance

DRAFT

AI-38217 **Purchasing Department 19. F. 1.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Martha Salazar **Submitted By:** Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of bids received as detailed and attached herein for the purpose of award and approval of contract document with the vendor meeting all specifications and/or requirements as attached hereto for: Hidalgo County "Welding Supplies and Misc. Items"- RFB No. 2013-015A-04-10-MEG.

BACKGROUND

1. Recommended vendor: Airgas USA LLC
2. Current Contract expires: 06/28/2013.
3. New Contract to commence: 06/29/13
4. Legal Counsel reviewed Contract Document

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** countywide

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

BUDGETARY IMPACT:

various accounts- County wide
On an "As needed basis"

This is a countywide contract for welding supplies and other misc. items. Possible funding source are obj codes 442, 671, 672, & 679.

Attachments

Participating & Acknowledge Sheet
Tab sheet
Contract
Email from Legal- approval
recommendation
recommendation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Darlene Betancourt	05/13/2013 01:22 PM
Budget & Management	Obdett Calzada	05/14/2013 02:53 PM
Manuel Chapa	Manuel Chapa	05/17/2013 09:22 AM
Auditor's Office	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Elena Gomez Started On: 04/12/2013 11:41 AM

Final Approval Date: 05/24/2013

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDER'S LOG
SPECIFICATIONS/BID PACKETS
RFB-RFP-RFQ

BID OPENING DATE: April 10, 2013 **BID OPENING TIME: 9:30 A.M**

DEPARTMENT/BID DESCRIPTION: HIDALGO COUNTY- "WELDING SUPPLIES and MISC. EQUIPMENT"
BID NO: 2013-015A-04-10-MEG

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1. Weldinghouse, Inc. Attn: Roel Davila	Email	Elena Gomez	03/25/13	2901 N. Sugar Rd. Pharr, TX. 78577 P# 682-6844 F# 631-8749 rdavila@weldinghouse.com
2. Airgas Attn: Jeremy	Email	Elena Gomez	03/25/13	201 N. 23rd St. McAllen, TX. 78501 P# 956-686-7622 F# 956-682-6936 sws.mcallen@airgas.com
3. AOC Welding Supply Attn: Marco A. Alvarez	IP	Elena Gomez	03/25/13	1021 W. Ferguson Pharr, TX. 78577 P# 956-787-3003 F# 956-787-0043 cell 956-227-8261 marco@aoctx.com
4. United Welding Supply Attn: Frank	Email	Elena Gomez	03/25/13	3206 Richasrson Rd. Ste E. Edinburg, TX. 78541 P# 956-316-1198 F# 316-1158 fjmel@msn.com
5. Scott-Gross Company, Inc. Attn: Ted Osborn, Jr. Branch Mgr.	Email	Elena Gomez	03/25/13	704 Holmes Street Frankfort, KY 40601 P#502-227-8257 F#502-227-8258 frankfort@scottgross.com
6. Discount Iron Works	Email	Elena Gomez	03/25/13	144 Souix Rd. Alamo, TX. 78516 P# 956-787-7033 or 227-1211 agonzalezdiw@sbcglobal.net mgonzalezdiw@sbcglobal.net
7. MATHESON TRI-GAS Attn: Reynaldo Rivera	Email	Elena Gomez	03/25/13	1801 W. Highway 77 San Benito, TX. 78586 P# 956-399-2706 F#956-399-6045 C#956-867-1331 rrivera@mathesongas.com jzepeda@mathesongas.com
8. Alamo Distribution LLC DBA Alamo Iron Works Attn: Rick Pena Dennis	Email	Elena Gomez	03/25/13	5312 N. Cage Pharr, TX. 78577 956-227-5312 rpena@aiwnet.com wdennis@aiwnet.com
9. Ace Bolt & Screw DAVID ANCIRA	Email	Elena Gomez	03/25/13	Office: 956-722-0049 Fax: 956-722-2704 Cell: 956-578-1801 520 Market Street Laredo, TX 78040 david.ancira@acebolt.com
10. Prime Vendor Inc. Jessica Munoz	Email	Elena Gomez	03/26/13	4622 Cedar Avenue Wilmington NC 28403 Phone: 800-746-9554 Fax: 800-746-8307 bids20@prime-vendor.com
11. NAPA Auto Parts Rio Grande Valley Dist. Manuel Gonzalez	Email	Elena Gomez	03/28/13	3316 N 23rd St. McAllen, TX 78501 (956) 215-4050 mcrtgonz@aol.com

12. GSA Sales Engineer Miyachi Unitek Corporation Elias Abdo	Email	Elena Gomez	04/02/13	Direct: 626-930-8511 Cell: 714-914-1913 Main: 626-303-5676 Fax: 626-358-8048 elias.abdo@muc.miyachi.com

***VIA:**
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

HIDALGO COUNTY PURCHASING DEPARTMENT
ACKNOWLEDGEMENT SHEET

DEPARTMENT NAME: HIDALGO COUNTY

BID OPENING DATE: April 10, 2013	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Welding Supplies And Misc. Equipment"

BID NO: 2013-015A-04-10-MEG	**BUYER II: Elena Gomez**

	NAME OF COMPANY/LOCATION	Receipt of bid	Addendum 1	Addendum 2
#1	Weldinghouse, Inc	✓	✓	✓
#2	Matheson Gas Products	✓	✓	X
#3	Airgas	✓	✓	✓
#4				
#5				
#6				
#7				
#8				
#9				
#10				
# 11				
#12				

TAB SHEET
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bid No: 2013-015A-04-10-MEG

	SIZE	CASE/UNITS	Airgas
1. Metal welding **Rods** (different gauges)	7018 1/8	10 LBS	27.00
		50 LBS	85.00
	7018 5/32	10 LBS	27.00
		50 LBS	82.50
	6011 1/8	10 LBS	27.00
		50 LBS	92.00
	6011 5/32	10 LBS	27.00
		50 LBS	94.50
	6011 3/32	8 LBS	n/b
		50 LBS	99.00
	6010 1/8	10 LBS	27.00
		50 LBS	116.50
	6010 5/32	10 LBS	n/b
		50 LBS	113.50
	6013 1/8	10 LBS	27.00
		50 LBS	92.00
	6013 5/32	10 LBS	27.00
		50 LBS	90.00
1a Stainless steal welding **Rods** (different gauges) A) 308 L -16 size: 3/32, 1/8, 5/32, 3/16 B) 308 L -17 size: 3/32, 1/8, 5/32, 3/16 C) 308 / 308 L -17 size: 3/32, 1/8, 5/32, 3/16 D) 308 / 308 H-16 size: 3/32, 1/8, 5/32, 3/16 E) 309 / 309 L -16 size: 3/32, 1/8, 5/32, 3/16 F) 309 / 309 L -17 size: 3/32, 1/8, 5/32, 3/16 G) 316 / 316 L -16 size: 3/32, 1/8, 5/32, 3/16 H) 316 / 316 L -17 size: 3/32, 1/8, 5/32, 3/16		A	n/b
		B	n/b
		C	n/b
		D	n/b
		E	n/b
		F	n/b
		G	n/b
		H	n/b
2. Rod keeper (storage system) - Electrode oven 120v		10-50 LBS	n/b
3. Aluminum welding Rods (different gauges)	345 al	1 ½ - 5lbs	n/b
	3/32	1 ½ - 5lbs	n/b
	1/8	1 ½ - 5lbs	33.73 lb
3a E4043	3/32	1 ½ - 5lbs	n/b
	1/8		n/b
4. Cable (by feet) AWG Cooper		**SIZE**	**BID PRICE**
		1	2.29
		2	1.82
		4	1.20
		1/0	2.81
		2/0	n/b
		3/0	n/b
		4/0	n/b
5. Torch RD-45	1/8 Steel	1 LB	5.98
	3/32	1 LB	6.11
6. Alloy 144 Brass Electrode 10 minimum	1/8	10 LB	n/b
	5/32	10 LB	n/b
7. Torch Brass	1/8	1 LB	n/b
	5/32	1 LB	n/b
8. Oxygen (for welding gas)			**BID PRICE**
		21 Series	3.74
		80 Series	4.96
		100 Series	n/b

	125 Series	5.72
	200 Series	8.00
9. Acetylene, (for welding gas)	# 3	25.24
	# 4	35.23
	4 MC	13.42
	100 Series	n/b
10. Nitrogen (for welding gas)	19 Series	3.40
	40	3.94
11. Argon - CO2 75-25% -Mig welder -mild steel	20	4.12
	40	4.98
	80	6.96
	100	n/b
	125	8.10
	200	n/b
	300	16.12
12. Welding Goggles standard (square frame, flip lens preferred)		5.16
13. Leather Welding Gloves (standard) all sizes s, m, l - 4x	Mig Leather gloves	10.70
	Tig Leather gloves	8.62
14. Nomex Welding Gloves (standard sizes s, m, l -4x)	small	n/b
	medium	n/b
	large	n/b
	1x-4x	n/b
15. Welding Helmets (2" with flip lens preferred)		30.26
16. Jackson HSL1 Apprentice Quick Chance Hood		n/b
17. Leather Jackets for Welders (complete)	Small	62.57
	Medium	58.92
	Large	58.94

		BID PRICE
18. Doo- Rag Flame Retardant Cap and/or Beanies		n/b
	Size	**BID PRICE**
19. Welding Blanket Coated Fiberglass and Acrylic Coated	6x4	n/b
	6x6	27.17
	6x8	36.23
	6x10	
	8x8	
	8x10	
	10x10	
20. Bib Apron Leather	36"	22.03
	48"	
21. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	n/b
22. Torch Lighters (3 way)		2.03

		Tip Type 0-3-101	**Size**	**BID PRICE**
23. Torch Tips	Medium Torch 100 Series	Cutting Tip Org. Victor	0-3-101 Victor	5.98
		Welding Tip Victor or equivalent to	#0-W-1	45.00
			#1-W-1	45.00
			#2-W-1	45.00
			#3-W-1	45.00
		Heating Tip	Rosebud Victor 8 or equivalent to	90.42
		Tip Type 0-1-101	**Size**	**BID PRICE**
		Cutting Tip		

	Large Torch 300 Series	Org. Victor	0-1-101 Victor	5.98
		Welding Tip Victor 2 or equivalent to	#0-W-1	45.00
			#1-W-1	45.00
			#2-W-1	45.00
			#3-W-1	45.00
		Heating Tip	Rosebud Victor 8 or equivalent to	90.42
24. Torch Gauges-Replacement Gauges for regulators are preferred : **a**) Victor & **b**) Victor CR150CR	a)Victor		1 ½" gauge	10.00
			2" gauge	10.00
			2 ½" gauge	10.00
	b)Victor CR150CR		1 ½" gauge	10.00
			2" gauge	10.00
			2 ½" gauge	10.00

25. Torch Hoses - " R" and " T "	Size	BID PRICE "R"	BID PRICE "T"
	25 ft x ¼	22.65	32.55
	50 ft x ¼	37.79	59.75
	100 ft x ¼	69.65	112.42

26. Torches- Complete Kit is preferred with handle and cutting attachments	Medium 100 Series	236.19
	Large 300 Series	315.17

27. Rental of Cylinder (as needed)	Gas	Tank Size	BID PRICE
	Oxygen	80 Series	1.00 per mth per cyn.
		100 Series	1.00 per mth per cyn
		200 Series	1.00 per mth per cyn
	Acetylene	100 Series	1.00 per mth per cyn

28. Tip cleaner- Standard	2.11
29. Flat Soap Stone-Standard Square	1.74
30. Soap Stone Holder	1.19

31. Safety Glasses – High Impact Protector Z94.3	Dark	1.13
	Clear	1.13
32. Cutting Dark Goggles		n/b
33. Welding cable liners -(for Millermatic 135) OEM Miller or equivalent to- Profax194011	.030	11.18
	.035	7.62
34. Welder Tips - (for Millermatic 135) Contact tip	.030	6.00 per pack
	.035	6.00 per pack

35. Welding Wire- Spools – (Flux Coated) 1-lb -10lb no shield gas	Sizes	LBS	BID PRICE
	.030	1 lb	n/b
		10 lb	n/b
36. Grinding Disc- Screw On – 4.1/2 x ¼ x 5/8-11			4.00

37. Sanding Disc- Screw On – (Med. Coarse grid- Zircowia flap disc) Hub style		
	Hub Style 4 ½ x 5/8" x 11	
	Z-40	4.58
	Z-60	4.58
	Z-80	6.10
	Z-100	n/b
	Hub Less 4 ½ x 7/8"	
	Z-40	3.51
	Z-60	3.51
	Z-80	3.51
	Z-100	n/b
38. Chop Saw Blades – 14 x 3/32 x 1		4.78

39. Strikers 1 & 3 flint striker		single	1.38
		triple	2.04
40. Flints 1 & 3 flint replacement sets		single	2.04
		triple	2.05
41. Spring Handle Cross Chisel & Pick Hammer			4.92
42. Headgear w/ clear visor - (CEPMPH-CL)- & dark shade 5		3"	n/b
		7"	n/b
43. Maximum- Hazardous Material Fee			20.00
44. Plastic Rod Canister (Rod Guards)		14" (water tight-standard)	n/b
		16" (water tight-tig brazing rods)	n/b
45. Flash back Arrestors			n/b
46. Electrodes Holder		80-120 amps	n/b
		40-225 amps	14.33
		50-300 amps	n/b
		350 amps	n/b
47. Ground Clamp		steel	4.06
		bras	n/b
48. Cable connectors- male & female		5/8	n/b
		½	14.81
		1/0	n/b
		2/2	n/b
		3/0	n/b
		1	n/b
		2	n/b
		4	n/b
49. Ball point lugs		5/8	n/b
		7/8	n/b
		1	n/b
		2	n/b
		4	n/b
		1/0	n/b
		2/0	n/b
		3/0	n/b
		4/0	n/b
50. Female Terminals			n/b
51.Leather Sleeves protectors			37.04
52. Quick Connect sets			n/b
53. Welding Cable Liners (Millermatic 135)		.035	n/b
54. Welding Tips-(Millermatic 135) Contact tip		.035	n/b
55. Tungsten tip for Tig		Size	**BID PRICE**
	Pure Tungsten	1/16	4.74
		3/32	8.74
		1/8	14.72
	2% Thoriated	1/16	n/b
		3/32	n/b
		1/8	n/b
56. Flux Cored welding wire-used with Shielding gas	Size	lbs	**BID PRICE**

	.030	1 lb	n/b
		10 lb	n/b
	.035	1 lb	n/b
		10 lb	22.40
	.030	1 lb	19.14
57. Flux Cored welding wire- self shielded wire	.035	10 lb	54.18
	.030	1 lb	n/b
58. Flux coated (ET-IT-GS) mild steel	.035	10 lb	n/b
59. Carbon Steel-(70S-6) mild steel	.030	1 lb	n/b
	.035	10 lb	n/b
60.Stainless Steel (ER 308LSI)	.030	1 lb	n/b
	.035	10 lb	n/b
61. Grinding Disc with hub		size 7 1/4x5/8-11 large	6.57
62. Wire cup brush		2 ¾ x 5/8-11	10.51
63. Standard Twist wire wheel		4" x 5/8-11	15.21
64. Stringer Bead knot wheel		6"x 5/8-11	15.21
65. Shaft Knot wheel brush 3" x ¼"	Carbon	Crimped	
		.014	n/b
		.020	n/b
	Stainless Steel	.014	n/b
		.020	n/b
	Carbon	Knotted	
		.014	n/b
		.020	n/b
	Stainless Steel	.014	n/b
		.020	n/b
66. Flow gauge- for CO2 Argon for Mig & Tig welding			70.43
67. Brazing Alloy Safety Silv - 15 %			50.80
68. Mig Welding Machine 120 volt-180 volt, 208 volt, 240 volts (Miller or Lincoln model equal to or better)		single face	n/b
		triple face	n/b
69. Replacement Mig Gun (milliermatic 135)			n/b
70. Auto Dark welding helmet multi shade 10-12 mask lens for Mig & Tig welding		Large	n/b
71. Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes		Cylinder Size 291	BID PRICE n/b
72. Aluminum -		Size	BID PRICE
ER 4043 - and 1-lb – 1		.030 .035	n/b 6.29
ER 4356 - and 1-1b		.030 .035	n/b n/b
73. Hand Held wire brush – mild & stainless steel		Mild	n/b
		Stainless Steel	n/b
74. Refill of Co. owned cylinders- all series –		Argon	30.00
		CO2(carbon dioxide)	20.00
		Tri-gas-	110.00
		Nitrogen	15.00
		Acetylene	35.23
		Oxygen	8.00

REQUIREMENTS AGREEMENT
C-13-015A-05-28

THIS AGREEMENT (the "Agreement") is entered into effective as of the 28th day of May, 2013 by and between **Airgas USA, LLC** ("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 **June 29, 2013** and expire on **June 28, 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: Airgas USA, LLC
Attn.: Javier Olmos
201 N. 23rd Street
McAllen, Texas 78501

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Termination.** County may terminate this Agreement at any time for any reason or no reason at all upon giving thirty (30) days written notice.

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

h. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

i. **Assignment.** This Agreement shall not be assignable.

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

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

l. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable

obligations of Buyer and Seller in accordance with its terms.

m. **Insurance.** Company shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming County as an additional insured, and shall furnish to County certificates of such insurance coverage Exhibit "C", which is attached hereto.

n. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon ninety (90) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

o. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an officer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

Approved By Commissioners Court:_____

COUNTY OF HIDALGO

ATTEST:

By:_____
Ramon Garcia, County Judge

_____
Arturo Guajardo Jr., County Clerk

COMPANY: Airgas USA, LLC

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

SPECIFICATIONS

Hidalgo County is seeking to enter into a Welding Supplies and Other Misc. Items contract with qualified participates. 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.

BID REQUIREMENTS AND OTHER TERMS AND CONDITIONS:

1. 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).

2. It is expressly understood and agreed that in case Hidalgo County should need **"**Industrial 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 theses 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).

WELDING SUPPLIES AND MISC. ITEMS:

The following welding supplies/material **will be awarded to the lowest bidder(s)**.

*****The following materials/items listed will be on an **"As Needed Basis"** only. **WELDING SUPPLIES** (*No items are specific name brands)***

		SIZE	CASE/UNITS
1.	Metal welding **Rods** (different gauges)	7018 1/8	50 LBS
		7018 5/32	50 LBS
	1a.Stainless steal welding **Rods** (different gauges)	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		10-50 LBS
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	
		3/0	
		4/0	

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
8.	Oxygen (for welding gas)		21 Series	
			80 Series	
			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
				#3-W-1
			Heating Tip	Rosebud Victor 8 or equivalent to

		Large Torch 300 Series	**Tip Type 0-1-101**	**Size**
			Cutting Tip Org. Victor	0-1-101 Victor
			Welding Tip Victor 2 or equivalent to	#0-W-1
				#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 ½" gauge
				2" gauge
				2 ½" gauge
			b)Victor CR150CR	1 ½" gauge
				2" gauge
				2 ½" gauge
25.	Torch Hoses - " R" and " T "		**Size**	**"R" & "T"**
			25 ft x ¼	
			50 ft x ¼	
			100 ft x ¼	
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 ¼ x 5/8-11			
37.	Sanding Disc- Screw On – (Med. Coarse grid- Zircowia flap disc) Hub style			Hub Style 4 ½ x 5/8" x 11
				Z-40
				Z-60
				Z-80
				Z-100
				Hub Less 4 ½ x 7/8"
				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 (Millermatic 135)		Size .035
54.	Welding Tips-(Millermatic 135) Contact tip		.035
55.	Tungsten tip for Tig	Pure Tungsten	Size 1/16 3/32 1/8
		2% Thoriated	1/16 3/32 1/8
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	1 lb
		.035	10 lb
58.	Flux coated (ET-IT-GS) mild steel	.030	1 lb
		.035	10 lb
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 ¾ 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 ¼"	Carbon	Crimped .014 .020
		Stainless Steel	.014 .020

		Carbon	Knotted	
			.014	
			.020	
		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		single face	
	(Miller or Lincoln model equal to or better)		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.			Cylinder Size	
	Tri-Gas Argon-CO2-Helium 7.5%-2.5-90% for stainless steel - All Sizes		291	
72.	Aluminum -		Size	
	ER 4043 - and 1-lb – 1		.030	.035
	ER 4356 - and 1-1b		.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			

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 QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, April 2, 2013 at 5:00 p.m. at elena.gomez@co.hidalgo.tx.us . Responses to said inquiries will be sent to all applicants via facsimile by no later than April 5, 2013 at 5:00 P.M.

EXHIBIT "B"
BID PAGE

Exhibit "B"
ADDENDUM #2
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bid No: 2013-015A-04-10-MEG

ORIGINAL

BID PAGE

NIGP CODE: 981-85
895-

OPENED
4-10-13
9:42
Witnessed

	SIZE	CASE/UNITS	BID PRICE
1. Metal welding Rods (different gauges)	7018 1/8	10 LBS	27.00
		50 LBS	85.00
	7018 5/32	10 LBS	27.00
		50 LBS	82.50
	6011 1/8	10 LBS	27.00
		50 LBS	92.00
	6011 5/32	10 LBS	27.00
		50 LBS	94.50
	6011 3/32	8 LBS	N/B
		50 LBS	99.00
	6010 1/8	10 LBS	27.00
		50 LBS	116.50
	6010 5/32	10 LBS	N/B
		50 LBS	113.50
	6013 1/8	10 LBS	27.00
		50 LBS	92.00
	6013 5/32	10 LBS	27.00
		50 LBS	90.00
1a Stainless steal welding Rods (different gauges) A) 308 L -16 size: 3/32, 1/8, 5/32, 3/16 B) 308 L -17 size: 3/32, 1/8, 5/32, 3/16 C) 308 / 308 L -17 size: 3/32, 1/8, 5/32, 3/16 D) 308 / 308 H-16 size: 3/32, 1/8, 5/32, 3/16 E) 309 / 309 L -16 size: 3/32, 1/8, 5/32, 3/16 F) 309 / 309 L -17 size: 3/32, 1/8, 5/32, 3/16 G) 316 / 316 L -16 size: 3/32, 1/8, 5/32, 3/16 H) 316 / 316 L -17 size: 3/32, 1/8, 5/32, 3/16	A		
	B		
	C		
	D		
	E		
	F		
	G		
	H		
2. Rod keeper (storage system) - Electrode oven 120v	10 lbs		
	50 LBS		
3. Aluminum welding Rods (different gauges)	345 al	1 ½ - 5lbs	N/B
	3/32	1 ½ - 5lbs	N/B
	1/8	1 ½ - 5lbs	33.73 per pound
3a E4043	3/32	1 ½ - 5lbs	
	1/8		
		SIZE	BID PRICE
4. Cable (by feet) AWG Cooper		1	2.29
		2	1.82
		4	1.20
		1/0	2.81
		2/0	N/B
		3/0	N/B
		4/0	N/B
5. Torch RD-45	1/8 Steel	1 LB	5.98
	3/32	1 LB	6.11
6. Alloy 144 Brass Electrode 10 minimum	1/8	10 LB	N/B
	5/32	10 LB	N/B
7. Torch Brass	1/8	1 LB	
	5/32	1 LB	N/B
			BID PRICE

Exhibit "B"
ADDENDUM #2
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bid No: 2013-015A-04-10-MEG

8. Oxygen (for welding gas)	21 Series		3.74
	80 Series		4.96
	100 Series		N/B
	125 Series		5.72
	200 Series		8.00
9. Acetylene, (for welding gas)	#3		25.24
	#4		35.23
	MC		13.42
	100 Series		N/B
10. Nitrogen (for welding gas)	19 Series		3.40
	40		3.94
11. Argon - CO2 75-25% -Mig welder -mild steel	20		4.12
	40		4.98
	80		6.96
	100		N/B
	125		8.10
	200		N/B
	300		16.12
12. Welding Goggles standard (square frame, flip lens preferred)			5.16
13. Leather Welding Gloves (standard) all sizes s, m, l - 4x	Mig Leather gloves		10.70
	Tig Leather gloves		8.62
14. Nomex Welding Gloves (standard sizes s, m, l -4x)	small		N/B
	medium		N/B
	large		N/B
	1x-4x		N/B
15. Welding Helmets (2" with flip lens preferred)			30.26
16. Jackson HSL1 Apprentice Quick Chance Hood			N/B
17. Leather Jackets for Welders (complete)	Small		62.57
	Medium		58.92
	Large		58.94

OPENED

		BID PRICE
18. Doo- Rag Flame Retardant Cap and/or Beanies		N/B
19. Welding Blanket Coated Fiberglass and Acrylic Coated	**Size**	**BID PRICE**
	6x4	N/B
	6x6	27.17
	6x8	36.23
	6x10	N/B
	8x8	N/B
	8x10	N/B
	10x10	N/B
20. Bib Apron Leather	36"	22.03
	48"	N/B
21. Lens Clear Huntsman "Nitro" Auto Darkening Inner Replacement	1-13/16" x 4-1/16"	N/B
22. Torch Lighters (3 way)		2.03

4-10-13

4-10-13
Witnessed

		Tip Type 0-3-101	**Size**	**BID PRICE**
23. Torch Tips	Medium Torch 100 Series	Cutting Tip Org. Victor	0-3-101 Victor	5.98
		Welding Tip Victor or equivalent to	#0-W-1	45.00
			#1-W-1	45.00
			#2-W-1	45.00

Exhibit "B"
ADDENDUM #2
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bid No: 2013-015A-04-10-MEG

			#3-W-1	45.00
		Heating Tip	Rosebud Victor 8 or equivalent to	90.42
		Tip Type 0-1-101	Size	BID PRICE
	Large Torch 300 Series	Cutting Tip Org. Victor	0-1-101 Victor	5.98
		Welding Tip Victor 2 or equivalent to	#0-W-1	45.00
			#1-W-1	45.00
			#2-W-1	45.00
			#3-W-1	45.00
		Heating Tip	Rosebud Victor 8 or equivalent to	90.42
24. Torch Gauges-Replacement Gauges for regulators are preferred : a) Victor & b) Victor CR150CR		a)Victor	1 ½" gauge	10.00
			2" gauge	10.00
			2 ½" gauge	10.00
		b)Victor CR150CR	1 ½" gauge	10.00
			2" gauge	10.00
			2 ½" gauge	10.00
25. Torch Hoses - "R" and "T"			BID PRICE	
		Size	"R"	"T"
		25 ft x ¼	22.65	32.55
		50 ft x ¼	37.79	59.75
		100 ft x ¼	69.65	112.42
26. Torches- Complete Kit is preferred with handle and cutting attachments		Medium 100 Series		236.19
		Large 300 Series		315.17
27. Rental of Cylinder (as needed)		Gas	Tank Size	BID PRICE
		Oxygen	80 Series	1.00 per month per cylind
			100 Series	1.00 " " "
			200 Series	1.00 " " "
		Acetylene	100 Series	1.00 " " "
28. Tip cleaner- Standard				2.11
29. Flat Soap Stone-Standard Square				1.74
30. Soap Stone Holder				1.19
31. Safety Glasses – High Impact Protector Z94.3			Dark	1.13
			Clear	1.13
32. Cutting Dark Goggles				N/B
				BID PRICE
33. Welding cable liners -(for Millermatic 135) OEM Miller or equivalent to- Profax194011			.030	11.18
			.035	7.42
34. Welder Tips - (for Millermatic 135)	Contact tip		.030	6.00 per pack (5 e
			.035	6.00 per pack (5 each
35. Welding Wire- Spools - (Flux Coated) 1-lb -10lb no shield gas		Sizes	LBS	BID PRICE
		.030	1 lb	N/B
			10 lb	N/B
36. Grinding Disc- Screw On – 4.1/2 x ¼ x 5/8-11				4.00
37. Sanding Disc- Screw On – (Med. Coarse grid- Zircowia flap disc) Hub style			Hub Style 4 ½ x 5/8" x 11	
			Z-40	4.58
			Z-60	4.58
			Z-80	4.10
			Z-100	N/B
			Hub Less 4 ½ x 7/8"	
			Z-40	3.51

OPENED
9:42
4-10-13
Witnessed

Exhibit "B"
ADDENDUM #2
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bid No: 2013-015A-04-10-MEG

		Z-60	3.51
		Z-80	3.51
		Z-100	N/B
38. Chop Saw Blades – 14 x 3/32 x 1			4.78
39. Strikers 1 & 3 flint striker		single	1.38
		triple	2.04
40. Flints 1 & 3 flint replacement sets		single	2.04
		triple	2.05
41. Spring Handle Cross Chisel & Pick Hammer			4.92
42. Headgear w/clear visor - (CEPMPH-CL)- & dark shade 5 ratchet		3"	N/B
		7"	N/B
43. Maximum- Hazardous Material Fee			20.00
44. Plastic Rod Canister (Rod Guards)		14" (water tight-standard)	N/B
		18" (water tight-tig brazing rods)	N/B
45. Flash back Arrestors			
46. Electrodes Holder		80-120 amps	N/B
		40-225 amps	14.33
		50-300 amps	N/B
		350 amps	N/B
47. Ground Clamp		steel	4.06
		brass	N/B
48. Cable connectors- male & female		5/8	N/B
		1/2	14.81
		1/0	N/B
		2/2	N/B
		3/0	N/B
		1	N/B
		2	N/B
		4	N/B
49. Ball point lugs		5/8	N/B
		7/8	N/B
		1	N/B
		2	N/B
		4	N/B
		1/0	N/B
		2/0	N/B
		3/0	N/B
		4/0	N/B
50. Female Terminals			N/B
51.Leather Sleeves protectors			37.04
52. Quick Connect sets			N/B
53. Welding Cable Liners (Millermatic 135)		.035	N/B
54. Welding Tips-(Millermatic 135) Contact tip		.035	N/B
55. Tungsten tip for Tig	Pure Tungsten	Size	BID PRICE
		1/16	4.74
		3/32	8.74
		1/8	14.72
	2% Thoriated	1/16	N/B
		3/32	N/B

OPENED
9:42
4-10-13

Witnessed

Exhibit "B"
ADDENDUM #2
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bid No: 2013-015A-04-10-MEG

		1/8	N / B
56. Flux Cored welding wire-used with Shielding gas	.030	1 lb	
		10 lb	
	.035	1 lb	
		10 lb	22.40
57. Flux Cored welding wire- self shielded wire	.030	1 lb	19.14
	.035	10 lb	54.18
58. Flux coated (ET-IT-GS) mild steel	.030	1 lb	
	.035	10 lb	
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	6.57
62. Wire cup brush		2 ¾ x 5/8-11	10.51
63. Standard Twist wire wheel		4" x 5/8-11	15.21
64. Stringer Bead knot wheel		6"x 5/8-11	15.21
65. Shaft Knot wheel brush 3" x ¼"	Carbon	Crimped	
		.014	
		.020	
	Stainless Steel	.014	
		.020	
	Carbon	Knotted	
		.014	
		.020	
	Stainless Steel	.014	
		.020	
66. Flow gauge- for CO2 Argon for Mig & Tig welding			70.43
67. Brazing Alloy Safety Silv - 15 %			50.80
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		291	
72. Aluminum -		Size	BID PRICE
ER 4043 - and 1-lb – 1		.030 .035	6.29
ER 4356 - and 1-lb		.030 .035	
73. Hand Held wire brush – mild & stainless steel		Mild	
		Stainless Steel	
74. Refill of Co. owned cylinders- all series –	Argon – 300 size		30.00
	CO2(carbon dioxide) - 50 #		20.00
	Tri-gas-- 300		110.00
	Nitrogen – 300		15.00
	Acetylene – #4		3.28
	Oxygen – 200		8.00

OPENED
9:42
4-10-13
Witnessed

Exhibit "B"
HIDALGO COUNTY (All funding Sources)
"Welding supplies & Other Misc. Items"
Bid No: 2013-015A-04-10-MEG

BIDDER/COMPANY NAME: Airgas USA LLC

ADDRESS: 201 N. 23rd St.

CITY/STATE/ZIP CODE: Mcallen Texas 78501

PHONE & FAX NO.'S: 686-7622 - 682-6936

CELL PHONE: N/A

AUTHORIZED SIGNATURE: Jesse Mendoza

PRINTED NAME: Jesse Mendoza

TITLE: Inside Sales

EMAIL: SWS.Mcallen@airgas.com

EXHIBIT "C"
CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE 12/17/2013

DATE (MM/DD/YYYY) 4/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lockton Companies, LLC-1 Kansas City 444 W. 47th Street, Suite 900 Kansas City MO 64112-1906 (816) 960-9000	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:**
INSURED 1066143 AIRGAS USA, LLC 259 N. RADNOR-CHESTER ROAD RADNOR PA 19087	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** National Union Fire Ins Co Pittsburgh PA — 19445 **INSURER B :** Insurance Company of the State of PA — 19429 **INSURER C :** Illinois National Insurance Company — 23817 **INSURER D :** *AIG - NEW YORK **INSURER E :** **INSURER F :**

COVERAGES AIRIN01 **CERTIFICATE NUMBER:** 12303943 **REVISION NUMBER:** XXXXXXX

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X CONTRACTUAL LIAB. GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT LOC	N	N	GL4807589	12/17/2012	12/17/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG 	$ 2,000,000 $ 2,000,000 $ 10,000 $ 2,000,000 $ 10,000,000 $ 5,000,000 $
B B B	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS	N	N	CA6505654 (AOS) CA6505652 (MA) CA6505653 (VA)	12/17/2012 12/17/2012 12/17/2012	12/17/2013 12/17/2013 12/17/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) 	$ 2,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $	N	N	13273461	12/17/2012	12/17/2013	EACH OCCURRENCE AGGREGATE 	$ 10,000,000 $ 10,000,000 $ XXXXXXX
B B B C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	N	WC1591799 (CA) WC1591798 (AZ,ID,MD,VA) WC1591800 (AOS) WC1591801 (IL,MI,MN,NY,UT)	12/17/2012 12/17/2012 12/17/2012 12/17/2012	12/17/2013 12/17/2013 12/17/2013 12/17/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

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

CERTIFICATE HOLDER

12303943

HIDALGO COUNTY PURCHASING DEPT.
2812 S. BUS. HIGHWAY 281
EDINBURG, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Zimbra **cris.ayala@co.hidalgo.tx.us**

Fwd: Contract for Airgas Usa- Welding Supplies

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, May 06, 2013 10:49 AM
Subject : Fwd: Contract for Airgas Usa- Welding Supplies
To : Cris Ayala <cris.ayala@co.hidalgo.tx.us>

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, May 6, 2013 7:59:55 AM
Subject: RE: Contract for Airgas Usa- Welding Supplies

The Airgas agreement is fine.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Friday, May 03, 2013 4:25 PM
To: Steve Crain
Subject: Fwd: Contract for Airgas Usa- Welding Supplies

Mr. Crain:
Please review and comment as to form.
THanks,
Marty

From: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Cc: "Elena Gomez" <elena.gomez@co.hidalgo.tx.us>
Sent: Friday, May 3, 2013 4:20:18 PM
Subject: Contract for Airgas Usa- Welding Supplies

Ms. Marty,
Can you please forward to legal for review. I have attached the Contract, Exhibits A-C and RFB Packet in case he needs it.

Thank you,
--

Cris Ayala
Gricelda (Cris) Ayala, Buyer III
Hidalgo County Purchasing Department
Ph.: (956) 318-2626 or (956) 292-7000 Ext. 4867
Fax: (956) 292-7612

Sheriff's Office

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

MEMORANDUM

(Department's Recommendation)

RECEIVED
MAY 03 2013
BY 3:04

TO: **All Precincts, Sheriff's Office and Facilities Management**
Hidalgo County Departments

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **May 3, 2013**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2013-015A-04-10–MEG for **HIDALGO COUNTY (All Funding Sources) - "Welding Supplies and Other Misc Items"**

We have received **One (1) qualified responded** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, May 13, 2013 @ 10:00 a.m.** (Due to the time constrain) to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. AIRGAS	
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1100-423-21-280-002-0-679
3-1100-423-21-280-002-0-442
3-1100-423-21-280-002-0-623

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Richard Cuna	HCSO	5-3-13

Enclosures

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

MEMORANDUM

(Department's Recommendation)

TO: **All Precincts, Sheriff's Office and Facilities Management**
Hidalgo County Departments

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **May 3, 2013**

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AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Airgas	Sole bid
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1200-431-00-121-005-0-699

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	RAUL LOZANO	Pct. 1	5-13-13

Enclosures

Pct 3

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

MEMORANDUM

(Department's Recommendation)

TO: **All Precincts, Sheriff's Office and Facilities Management**
Hidalgo County Departments

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **May 3, 2013**

RE: **BID AWARD RECOMMENDATION REQUEST**
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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

	AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.	Airgas	Sole Bidder
2.		

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-120-431-00-123-005-0-

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
[signature]	Pct #3	Pct #3	5/7/13

Enclosures

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

MEMORANDUM

(Department's Recommendation)

TO: **All Precincts, Sheriff's Office and Facilities Management**
Hidalgo County Departments

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **May 3, 2013**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2013-015A-04-10–MEG for **HIDALGO COUNTY (All Funding Sources) - "Welding Supplies and Other Misc Items"**

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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Airgas	Sole bidder
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1200-431-00-124-007-0-613
619
679
442
623

	Roman Rodriguez	Pct. 4	5/10/13
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

Sheriff's Office

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

MEMORANDUM

(Department's Recommendation)

RECEIVED
MAY 03 2013
BY 3:04

TO: **All Precincts, Sheriff's Office and Facilities Management**
Hidalgo County Departments

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **May 3, 2013**

RE: **BID AWARD RECOMMENDATION REQUEST**
Bid No. 2013-015A-04-10–MEG for **HIDALGO COUNTY (All Funding Sources) - "Welding Supplies and Other Misc Items"**

We have received **One (1) qualified responded** to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copy of the bid response for your review and recommendation.

We would like to present your recommendation on the next Commissioner's Count Meeting; therefore, we need your response no later than **Monday, May 13, 2013 @ 10:00 a.m.** (Due to the time constrain) to be able to present to Commissioner's Court **as soon as possible.** Please indicate your recommendation or any concerns on the space provided below and reply to the Purchasing Department **via fax to (956)-318-2629 or via email to: elena.gomez@co.hidalgo.tx.us.**

Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. AIRGAS	
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1100-423-21-280-002-0-679
3-1100-423-21-280-002-0-442
3-1100-423-21-280-002-0-623

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	Richard Cuna	HCSO	5-3-13

Enclosures

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

MEMORANDUM

(Department's Recommendation)

TO: **All Precincts, Sheriff's Office and Facilities Management**
Hidalgo County Departments

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **May 3, 2013**

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AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Airgas	Sole bid
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1200-431-00-121-005-0-699

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
	RAUL LOZANO	Pct. 1	5-13-13

Enclosures

Pct 3

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

MEMORANDUM

(Department's Recommendation)

TO: **All Precincts, Sheriff's Office and Facilities Management**
Hidalgo County Departments

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **May 3, 2013**

RE: **BID AWARD RECOMMENDATION REQUEST**
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	AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1.	Airgas	Sole Bidder
2.		

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-120-431-00-123-005-0-

AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE
[signature]	Pct #3	Pct #3	5/7/13

Enclosures

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

MEMORANDUM

(Department's Recommendation)

TO: **All Precincts, Sheriff's Office and Facilities Management**
Hidalgo County Departments

FROM: Elena Gomez, Buyer II
Hidalgo County Purchasing Department

DATE: **May 3, 2013**

RE: **BID AWARD RECOMMENDATION REQUEST**
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Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4855. Thank you for your attention and cooperation to this matter.

AWARD TO VENDOR(S):	RECOMMENDATION (BASIS)
1. Airgas	Sole bidder
2.	

Please include the budget account number(s) for the above reference project.

Budget Acct No.: 3-1200-431-00-124-007-0-613
619
679
442
623

	Roman Rodriguez	Pct. 4	5/10/13
AUTHORIZED SIGNATURE	**PRINTED NAME**	**DEPARTMENT**	**DATE**

Enclosures

AI-38934 **Closed Session 20. C.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Roberto Villarreal **Submitted By:** Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Industrial - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/23/2013 01:39 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Michael Leo Started On: 05/23/2013 01:03 PM

Final Approval Date: 05/24/2013

AI-38930 **Closed Session 20. D.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Edinburg Real Estate Network

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/23/2013 11:41 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Monica Badillo Started On: 05/23/2013 11:22 AM

Final Approval Date: 05/24/2013

AI-38940 **Closed Session 20. E.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2514-13-A; Maria Angelica Villegas v. LCS Corrections Services, Inc. and Hidalgo County, Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/24/2013 08:45 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Monica Badillo Started On: 05/23/2013 03:13 PM

Final Approval Date: 05/24/2013

AI-38951 **Closed Session 20. F.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2958-13-B; Jaime Villarreal and Maria Del Jesus Villarreal v. Citifinancial, Inc. and Herminia Rios

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/24/2013 10:42 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Monica Badillo Started On: 05/24/2013 10:15 AM

Final Approval Date: 05/24/2013

AI-38898 **Closed Session 20. G.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2866-13-G; Juan E. Reyes and Haide H. Reyes v. Federal Home Loan Mortgage Corporation & Eddie Guerra Constable Pct. 4, Hidalgo County, Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/22/2013 11:16 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Monica Badillo Started On: 05/22/2013 10:13 AM

Final Approval Date: 05/24/2013

AI-38902 **Closed Session 20. H.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Isauro Pruneda

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/22/2013 11:16 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Rosie Luna Started On: 05/22/2013 10:32 AM

Final Approval Date: 05/24/2013

AI-38933 **Open Session 21. C.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Roberto Villarreal **Submitted By:** Michael Leo, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Industrial - Tax Abatement.

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/23/2013 01:39 PM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Michael Leo Started On: 05/23/2013 01:01 PM

Final Approval Date: 05/24/2013

AI-38931 **Open Session 21. D.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Claim of Edinburg Real Estate Network

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/23/2013 11:41 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Monica Badillo Started On: 05/23/2013 11:25 AM

Final Approval Date: 05/24/2013

AI-38941 **Open Session 21. E.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2514-13-A; Maria Angelica Villegas v. LCS Corrections Services, Inc. and Hidalgo County, Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/24/2013 08:45 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Monica Badillo Started On: 05/23/2013 03:14 PM

Final Approval Date: 05/24/2013

AI-38952 **Open Session 21. F.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2958-13-B; Jaime Villarreal and Maria Del Jesus Villarreal v. Citifinancial, Inc. and Herminia Rios

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/24/2013 10:42 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Monica Badillo Started On: 05/24/2013 10:15 AM

Final Approval Date: 05/24/2013

AI-38899 **Open Session 21. G.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-2866-13-G; Juan E. Reyes and Haide H. Reyes v. Federal Home Loan Mortgage Corporation & Eddie Guerra Constable Pct. 4, Hidalgo County, Texas

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/22/2013 11:16 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Monica Badillo Started On: 05/22/2013 10:14 AM

Final Approval Date: 05/24/2013

AI-38903 **Open Session 21. H.**

CC REGULAR

Meeting Date: 05/28/2013

Submitted For: Valde Guerra **Submitted By:** Rosie Luna, SAFETY DIVISION

Department: SAFETY DIVISION

Information

CAPTION

Claim of Isauro Pruneda

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	05/22/2013 11:16 AM
Purchasing Department	Monica Badillo	05/24/2013 04:06 PM

Form Started By: Rosie Luna Started On: 05/22/2013 10:39 AM

Final Approval Date: 05/24/2013