# CONSENT AGENDA
# HIDALGO COUNTY
# COMMISSIONERS COURT MEETING
# December 3, 2013
# 9:30 A.M.

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**NOTICE TO THE PUBLIC**
**CONSENT AGENDA**

**The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.**

**1.** **AI-42037** **Approval of check register and payment of claims and bills -** (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

**2.** **2013 Intradepartmental transfers:**

**A.** **AI-41916** 2013 - Human Resources (1100)

**B.** **AI-41984** 2013 - Treasurer's Office (1100)

**C.** **AI-41980** 2013 - 93rd District Court (1100)

**D.** **AI-41973** 2013 - 206th District Court (1100)

**E.** **AI-41996** 2013 - Justice Court Tech (1242)

**F.** **AI-41972** 2013 - Constable Pct. #1 (1336)

**G.** **AI-42001** 2013-Constable Pct. #2 (1100)

**H.** **AI-41967** 2013 - Pct. #3 Sanitation (1100)

**I.** **AI-41999** 2013 - Precinct #4 Rd. Maint (1200)

**3. Planning Department:**

**A. AI-42010** 1. Certificate of Plat and Utility Status under Texas Local Government Code Section 232.028 (b)

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

**4. Urban County:**

**A. AI-41902** Request for approval of one (1) applicant in the City of Mercedes under the HOME Owner-Occupied Housing Rehabilitation Program

**B. AI-41876** Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.

**5. Purchasing Dept:**

**Notes:**

**A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. AI-41375** 1. Tax Office: Requesting authority to enter into a 12-month maintenance agreement with (CTCR) Cole's The Cash Register Co. for the Tax Office including payment of invoice number 203187 through requisition #244969 for the amount $999.99 year. Company agrees to terms and conditions set fourth by Hidalgo County. Effective upon approval.

2. Acceptance and approval of the continuation of the annual maintenance services renewals through the life term of the item by Tax Office Department including the signing of required documents by County Judge or Court Member.

**B. AI-41690** Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County Health and Human Services Department- "Funeral and Burial Services for Hidalgo County Qualified Indigent Families" RFB No.: 2014-008-00-00-SGS. Including the re-advertising of project in the event No Bids responses are received and/or rejected and project is still required.

**C.** **AI-41896** 1. Rescind prior action taken on 2-05-2013 AI 36710 due to amendment of agreement; and

2. Acceptance and approval of amended agreement (document approved by legal) for monitoring services for Las Milpas WIC Clinic with ASG Security for the duration of term for the agreement including the continuation of services through the life term of the equipment in place by user department with the authority to execute and signing of agreement by County Judge, Court Member.

**D.** **AI-41871** Acceptance and approval of request for payment of Invoice #1102707-16 in the amount of $27,142.87 submitted by CAS Companies in connection with the "Hidalgo County Morgue Renovation" Project amid PO#663746 with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

**E.** **AI-41820** Acceptance and approval of agreements monitoring services with ASG Security for the duration of term as stated on 2C of agreements including the continuation of services through the life term of the monitoring equipment in place by user department with the authority to execute and signing of agreements by County Judge, Court Member for the following WIC Clinics:
1. Mercedes Public Health WIC Clinic-540 S. Texas-Mercedes
2. North San Juan WIC Clinic-509 Earling-San Juan
3. Alton WIC Clinic-3519 W. Main Ave. Ste. B-Mission
4. Mission Clinic #2-722 N. Breyfoggle Rd.-Mission
5. Alamo WIC Clinic#2-1429 S. Tower Rd.-Alamo
6. Hidalgo Public Health WIC Clinic-702 E. Tejano-Hidalgo
7. Donna Public Health Center WIC Clinic-301 S. 8th St.-Donna
8. Weslaco WIC Clinic-417 S. Oregon Ave.-Weslaco
9. Progreso WIC Clinic-510 N. FM. 1015-Progreso

**F.** **AI-41962** 1. Acceptance and approval for the continuation of the Symantec Backup License support services including agreement as reviewed and approved by legal with Reyna Enterprises Inc. dba CRC through the life term of the program/equipment/software/hardware/maintenance/support services/upgrading/purchases of appurtenances in place by office/department user; and

2. Pursuant to the aforementioned, approval to pay in the amount of $1,095.40 for the continuation of one year services thru assigned requisition #247260 including the signing of required documents by County Judge, Court Member.

**G.** **AI-41971** Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County Sheriff's Office-Legend & Non-Legend Pharmaceuticals Bid No. 2013-145-SMA including the re-advertising of project in the event no bids received and/or rejection of responses received and project is still required.

**H.** **AI-41977** 1. Requesting approval of payment for **Invoice #2964-13 ($ 66,628.00)** submitted by **MATA-GARCIA, ARCHITECTS, LLP**, in connection to the **AIA Agreement #C-13-072-09-03 (PO#700944)** for JOB SPECIFIC: The New Community Recourse Center (CRC) Facility/Building in San Carlos. Texas located within Hidalgo County Precinct No. 4".

2. Requesting approval of payment for **Invoice #2975-13 ($ 1,927.23)** submitted by **MATA-GARCIA, ARCHITECTS, LLP,** in connection to the **AIA Agreement #C-13-072-09-03 (PO#700944)** for JOB SPECIFIC: The New Community Recourse Center (CRC) Facility/Building in San Carlos. Texas located within Hidalgo County Precinct No. 4".

**I.** **AI-41981** Requesting approval of the additional **one (1) year** extensions/renewals for agreements (set forth below) for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions;

a. **SOUTHERN TIRE MART, LLC-** PURCHASE OF TIRES - Including Installation and other Related Services (Including all other HC Law Enforcement Agencies) in connection to Contract# E-12-299-12-04 (C-11-193-12-06), effective 12/06/13.

b. **L.V. MOBILE IMAGING, LLC** - MOBILE X-RAY SERVICES (on an as needed basis) - in connection to Contract # C-12-175-11-13, effective 01/01/14

c. **GREENWICH, INC. d/b/a COMMERCIAL KITCHEN PARTS & SERVICES** - Maintenance & Repair of Kitchen Equipment and Appliances (on an as needed basis) in connection to Contract# C-12-186A-12-18, effective 01/01/14.

**J.** **AI-41832** Add/delete fuel cards/users

1. Constable Pct No. 4 - delete fuel card

**AI-42037** **1.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

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Information

CAPTION

**Approval of check register and payment of claims and bills** - (Payments from Juvenile Probation, Adult Probation, LEOSE Fund, DA Motor Vehicle Theft Fund, DA Bad Check Processing Fund, DA Forfeiture Fund, Sheriff Forfeiture Funds, Constable Forfeiture Funds, HIDTA Forfeiture Funds and VIT Interest Fund are presented for recording purposes only.)

BACKGROUND

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Attachments

ck reg

Form Review

Form Started By: Monica Badillo Started On: 12/02/2013 02:46 PM

Final Approval Date: 12/02/2013

## Approval of Check Register as Summarized Below

**December 3rd, 2013**

| Bank Account | Fund | Start Ck # | End Ck # | | Amount |
|---|---|---|---|---|---|
| 01 | General Fund | 389999 | 390250 | | 529,825.17 |
| 02 | Special Revenue | 389786 | 389928 | | 314,675.28 |
| 04 | Capital Projects | 15252 | 15260 | | 72,236.08 |
| 05 | Trust & Agency | 23183 | 23198 | | 47,850.20 |
| 15 | Urban County | 28788 | 28796 | | 143,279.60 |
| | | | Total checks | | **1,107,866.33** |

**Ach Withdrawals for:**

| | | | |
|---|---|---|---|
| General Fund | ITEMS: | 1 | 434,877.57 |
| Trust & Agency Funds | ITEMS: | 7 | 1,253,415.01 |
| Payroll Fund | ITEMS: | 3 | 3,382,339.06 |
| Proprietary Funds | ITEMS: | 1 | 925,188.55 |
| | Total withdrawals: | | 5,995,820.19 |

**Bank Internal Transfer for:**

| | | |
|---|---|---|
| | Total electronic payments: | 5,995,820.19 |
| | **Grand Total:** | **7,103,686.52** |

**ACH Withdrawals**

| Date | To | For | From | Amount |
|---|---|---|---|---|
| 11/27/13 | Texas Class Investment Pool | Tax Office Motor Vehicle | Gerneral Fund | 434,877.57 |
| | | | **Total General** | 434,877.57 |
| 11/29/13 | IRS Tax Payment | Regular PP24 | Trust & Agency Fund | 1,100,074.22 |
| 11/29/13 | IRS Tax Payment | Urban County PP24 | Trust & Agency Fund | 10,132.49 |
| 11/29/13 | IRS Tax Payment | Elected Officials PP22 | Trust & Agency Fund | 52,355.19 |
| 11/29/13 | Esimpkins | 457 Reg. P/R PP24 | Trust & Agency Fund | 8,690.57 |
| 11/29/13 | Esimpkins | 457 Elected Officials PP22 | Trust & Agency Fund | 25.00 |
| 11/26/13 | Bank of America | Tx Dept of Criminal Just. | Trust & Agency Fund | 31,044.85 |
| 11/27/13 | TXSDU | Child Support pp24 | Trust & Agency Fund | 51,092.69 |
| | | | **Total Trust & Agency** | 1,253,415.01 |
| 11/25/13 | County Employees | Regular Payroll PP24 | Payroll Fund | 3,237,496.55 |
| 11/25/13 | Urban Co. Employees | Urban Co. Payroll PP24 | Payroll Fund | 30,763.03 |
| 11/25/13 | Elected Officials | Elected Official PP22 | Payroll Fund | 114,079.48 |
| | | | **Total Payroll** | 3,382,339.06 |
| 11/29/13 | Blue Cross Blue Shield | Health Insurance Claims | Proprietary Fund | 925,188.55 |
| | | | **Total Proprietary** | 925,188.55 |
| | | | **Total ACH Withdrawal** | 5,995,820.19 |
| | | | **Grand Total** | 5,995,820.19 |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00389999 | 302.50 | 12/03/13 | 319317 AHLMAN, LUCAS E | C |
| 01 | 00390000 | 8,785.00 | 12/03/13 | 201979 ALEMAN, JAIME | C |
| 01 | 00390001 | 1,860.00 | 12/03/13 | 23019 ALEXANDER, MARK | C |
| 01 | 00390002 | 527.50 | 12/03/13 | 375454 ALEXANDER, PAMELA S. | C |
| 01 | 00390003 | 187.50 | 12/03/13 | 309931 BALL, JOHNATHAN TRACY | C |
| 01 | 00390004 | 975.00 | 12/03/13 | 329134 BARBOSA, ALBERTO | C |
| 01 | 00390005 | 915.00 | 12/03/13 | 299375 LAURA MARTINEZ BARBOSA | C |
| 01 | 00390006 | 170.00 | 12/03/13 | 297895 CANCHE, RUDY JR. | C |
| 01 | 00390007 | 4,445.00 | 12/03/13 | 205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C. | C |
| 01 | 00390008 | 870.00 | 12/03/13 | 337374 CASTILLO, ELIZABETH | C |
| 01 | 00390009 | 825.00 | 12/03/13 | 404373 CAVAZOS, CHRISTOPHER P. | C |
| 01 | 00390010 | 290.00 | 12/03/13 | 348147 EDNA ESCANAME CEDILLO | C |
| 01 | 00390011 | 3,050.00 | 12/03/13 | 319848 COLEGIO, ROBERTO | C |
| 01 | 00390012 | 4,630.00 | 12/03/13 | 222232 LAW OFFICE OF M. TERESA CORONADO | C |
| 01 | 00390013 | 2,225.00 | 12/03/13 | 413798 DE LA FUENTE & SOLIS, P.L.L.C. | C |
| 01 | 00390014 | 1,200.00 | 12/03/13 | 370428 DE LUNA, MARCO A. | C |
| 01 | 00390015 | 3,045.00 | 12/03/13 | 181552 DELLA FAY PEREZ, PLLC | C |
| 01 | 00390016 | 340.00 | 12/03/13 | 213837 DIAZ, MELINDA | C |
| 01 | 00390017 | 500.00 | 12/03/13 | 322555 ESPINOSA, PILAR V. | C |
| 01 | 00390018 | 375.00 | 12/03/13 | 208809 ESQUIVEL, ROEL | C |
| 01 | 00390019 | 687.50 | 12/03/13 | 249378 OSCAR RENE FLORES, P.C. | C |
| 01 | 00390020 | 137.50 | 12/03/13 | 365041 RENE A. FLORES | C |
| 01 | 00390021 | 500.00 | 12/03/13 | 217743 LAW OFFICE OF DALINDA B. GARCIA | C |
| 01 | 00390022 | 812.50 | 12/03/13 | 241873 JAIME ROEL GARCIA | C |
| 01 | 00390023 | 200.00 | 12/03/13 | 145882 ABEL GARZA ATTORNEY AT LAW | C |
| 01 | 00390024 | 925.00 | 12/03/13 | 159298 GARZA, ROGELIO | C |
| 01 | 00390025 | 1,740.00 | 12/03/13 | 181188 GONZALES, FRANCISCO E. JR. | C |
| 01 | 00390026 | 275.00 | 12/03/13 | 8311 GORENA, DAVID R. | C |
| 01 | 00390027 | 500.00 | 12/03/13 | 385158 GUERRA, ARMANDO M. | C |
| 01 | 00390028 | 400.00 | 12/03/13 | 417564 GUERRERO, JOSE ROBERTO | C |
| 01 | 00390029 | 425.00 | 12/03/13 | 412406 HELLER, URI AARON | C |
| 01 | 00390030 | 1,000.00 | 12/03/13 | 179094 JEANNE E. HOLMES, P.C. | C |
| 01 | 00390031 | 500.00 | 12/03/13 | 378682 JARVIS LAW FIRM | C |
| 01 | 00390032 | 500.00 | 12/03/13 | 404217 JARVIS, JASON C. | C |
| 01 | 00390033 | 3,202.50 | 12/03/13 | 123307 LAW OFFICE OF ELBA ROCHA, PLLC | C |
| 01 | 00390034 | 535.00 | 12/03/13 | 301752 LAW OFFICE OF ELOY R. GARCIA, JR. | C |
| 01 | 00390035 | 4,440.00 | 12/03/13 | 92096 SEPULVEDA, ELOY | C |
| 01 | 00390036 | 735.00 | 12/03/13 | 319309 LAW OFFICE OF TRACI LYNN EVANS | C |
| 01 | 00390037 | 200.00 | 12/03/13 | 114383 LONGORIA, DANIEL Q. | C |
| 01 | 00390038 | 605.00 | 12/03/13 | 370991 LONGORIA, OSCAR LEE JR. | C |
| 01 | 00390039 | 200.00 | 12/03/13 | 353582 LOPEZ, TEODULO L. JR. | C |
| 01 | 00390040 | 400.00 | 12/03/13 | 307742 MARTINEZ, ARMANDO P. | C |
| 01 | 00390041 | 400.00 | 12/03/13 | 159336 LAW OFFICE OF VERONICA MONCIVAIS | C |
| 01 | 00390042 | 4,690.00 | 12/03/13 | 251127 LAW OFFICE OF MELISSA RIOS MONTES | C |
| 01 | 00390043 | 890.00 | 12/03/13 | 265543 LAW OFFICE OF DANIEL MORA, III | C |
| 01 | 00390044 | 1,150.00 | 12/03/13 | 382647 JORGE MUNOZ | C |
| 01 | 00390045 | 882.50 | 12/03/13 | 245364 NITSCH, PATRICK A. | C |
| 01 | 00390046 | 435.00 | 12/03/13 | 296201 PALACIOS & ASSOCIATES, P.C. | C |
| 01 | 00390047 | 1,490.00 | 12/03/13 | 332232 PALACIOS & LOVE, ATTORNEYS AT LAW | C |
| 01 | 00390048 | 650.00 | 12/03/13 | 418935 PALACIOS, JOSE L. | C |
| 01 | 00390049 | 250.00 | 12/03/13 | 402320 PENA LAW GROUP, PLLC | C |
| 01 | 00390050 | 1,405.00 | 12/03/13 | 276871 PEREZ, NOE L. | C |
| 01 | 00390051 | 2,055.00 | 12/03/13 | 95982 RAMIREZ, MARIO | C |
| 01 | 00390052 | 350.00 | 12/03/13 | 407399 REGALADO, LUCY | C |
| 01 | 00390053 | 350.00 | 12/03/13 | 368598 RENEE RODRIGUEZ-BETANCOURT, PLLC | C |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| 01 | 00390054 | 1,400.00 | 12/03/13 | 182273 REYES, DANIEL R. | C |
| 01 | 00390055 | 400.00 | 12/03/13 | 360279 THE LAW OFFICE OF SAMUEL REYES | C |
| 01 | 00390056 | 512.50 | 12/03/13 | 98655 RICHARD GARZA, ATTORNEY AT LAW | C |
| 01 | 00390057 | 637.50 | 12/03/13 | 297615 LAW OFFICE OF REGINA RICHARDSON | C |
| 01 | 00390058 | 2,455.00 | 12/03/13 | 255599 RODRIGUEZ, BERTHA ISABEL | C |
| 01 | 00390059 | 9,027.50 | 12/03/13 | 10871 RODRIGUEZ, EMILIO JR. | C |
| 01 | 00390060 | 545.00 | 12/03/13 | 256463 RODRIGUEZ, JOHN J. | C |
| 01 | 00390061 | 1,865.00 | 12/03/13 | 317063 ROBERT J. SALINAS | C |
| 01 | 00390062 | 370.00 | 12/03/13 | 205079 SANCHEZ, SAN JUANITA | C |
| 01 | 00390063 | 962.50 | 12/03/13 | 408247 SCHUETTE, ABIGAIL R. | C |
| 01 | 00390064 | 400.00 | 12/03/13 | 349844 THE MANGI LAW OFFICE, P.C. | C |
| 01 | 00390065 | 1,465.00 | 12/03/13 | 368067 TIJERINA LAW FIRM PC | C |
| 01 | 00390066 | 1,220.00 | 12/03/13 | 320102 LAW OFFICE OF LAURO B. TREJO III | C |
| 01 | 00390067 | 315.00 | 12/03/13 | 51764 VILLARREAL, E.A., JR. | C |
| 01 | 00390068 | 4,357.50 | 12/03/13 | 372722 LAW OFFICE OF THOMAS G. WAYLAND | C |
| 01 | 00390069 | 21.86 | 12/03/13 | 302813 CARRASCO, ROEL | C |
| 01 | 00390070 | 694.50 | 12/03/13 | 294284 CAVAZOS, CINDI | C |
| 01 | 00390071 | 441.80 | 12/03/13 | 343277 CITIBANK | C |
| 01 | 00390072 | 56.12 | 12/03/13 | 379719 CORTINAS, GUADALUPE | C |
| 01 | 00390073 | 427.70 | 12/03/13 | 275875 EAN HOLDINGS, LLC | C |
| 01 | 00390074 | 225.00 | 12/03/13 | 250589 ENRIQUEZ, RICARDO | C |
| 01 | 00390075 | 1,908.73 | 12/03/13 | 203017 GLOBAL KNOWLEDGE TRAINING, LLC | C |
| 01 | 00390076 | 225.00 | 12/03/13 | 316938 HERRERA, STEVE | C |
| 01 | 00390077 | 227.70 | 12/03/13 | 225967 LA QUINTA INN & SUITES - MOPAC | C |
| 01 | 00390078 | 39.61 | 12/03/13 | 375144 LUERA, ROBERT | C |
| 01 | 00390079 | 129.00 | 12/03/13 | 416665 MARTINEZ, ARGELIA | C |
| 01 | 00390080 | 108.00 | 12/03/13 | 352721 MAYE, JESSICA | C |
| 01 | 00390081 | 39.00 | 12/03/13 | 159948 MONTOYA, OSCAR | C |
| 01 | 00390082 | 67.80 | 12/03/13 | 293032 ORTIZ, JENNIFER M. | C |
| 01 | 00390083 | 129.00 | 12/03/13 | 172375 PEREZ, ANDREA | C |
| 01 | 00390084 | 39.74 | 12/03/13 | 374229 PEREZ, MARK | C |
| 01 | 00390085 | 27.24 | 12/03/13 | 409456 QUINTERO, CORINA | C |
| 01 | 00390086 | 90.00 | 12/03/13 | 363804 RAMON, YVONNE | C |
| 01 | 00390087 | 17.28 | 12/03/13 | 416681 SAENZ, LONGINO | C |
| 01 | 00390088 | 229.00 | 12/03/13 | 203238 SILVA, LISA | C |
| 01 | 00390089 | 175.00 | 12/03/13 | 337153 TAJIT | C |
| 01 | 00390090 | 75.00 | 12/03/13 | 177121 VASQUEZ, HOMER | C |
| 01 | 00390091 | 129.00 | 12/03/13 | 182486 VILLARREAL, DEBBIE | C |
| 01 | 00390092 | 58.55 | 12/03/13 | 271977 ZAMARRIPA, ALFREDO R. | C |
| 01 | 00390093 | 129.00 | 12/03/13 | 364762 ZUNIGA, ANGELA | C |
| 01 | 00390094 | 39.10 | 12/03/13 | 210463 HOLLON OIL CO D/B/A OIL CAN HARRY'S | C |
| 01 | 00390095 | 24.00 | 12/03/13 | 91987 PUEBLO TIRES LTD | C |
| 01 | 00390096 | 7,314.08 | 12/03/13 | 277223 RELIANT, DEPT 0954 | C |
| 01 | 00390097 | 4,603.70 | 12/03/13 | 237299 TDCJ-CASHIER'S OFFICE | C |
| 01 | 00390098 | 332.50 | 12/03/13 | 211532 A SIGN LANGUAGE COMPANY | C |
| 01 | 00390099 | 121.08 | 12/03/13 | 89885 ACTION HYDRAULIC HOSES, ETC. | C |
| 01 | 00390100 | 84.00 | 12/03/13 | 252328 ADVANCE PUBLISHING CO. | C |
| 01 | 00390101 | 880.35 | 12/03/13 | 363588 AGUA SPECIAL UTILITY DISTRICT | C |
| 01 | 00390102 | 6,280.74 | 12/03/13 | 401374 AIM MEDIA TEXAS OPERATING, LLC | C |
| 01 | 00390103 | 114.00 | 12/03/13 | 399140 ALARM SECURITY GROUP LLC | C |
| 01 | 00390104 | 600.00 | 12/03/13 | 389447 ANDY TAYLOR & ASSOCIATES, P.C. | C |
| 01 | 00390105 | 70.69 | 12/03/13 | 310212 ARROWHEAD SCIENTIFIC, INC. | C |
| 01 | 00390106 | 1,023.37 | 12/03/13 | 328626 AT&T | C |
| 01 | 00390107 | 821.62 | 12/03/13 | 337412 AUTOZONE | C |
| 01 | 00390108 | 83.65 | 12/03/13 | 3654 BERT OGDEN MOTORS, INC. | C |

| Bank | Check No | Amount | Date | Vendor | | Type |
|---|---|---|---|---|---|---|
| 01 | 00390109 | 262.85 | 12/03/13 | 3816 | BILL BUNTON AUTO SUPPLY & MACHINE INC. | C |
| 01 | 00390110 | 5,189.76 | 12/03/13 | 90476 | BOB BARKER COMPANY, INC | C |
| 01 | 00390111 | 62.00 | 12/03/13 | 4057 | BORDER ENGINE REBUILDERS & DIESEL SVCS | C |
| 01 | 00390112 | 4,916.66 | 12/03/13 | 229903 | BREATH TEST SERVICES | C |
| 01 | 00390113 | 13.56 | 12/03/13 | 359033 | BURT, SOFIA | C |
| 01 | 00390114 | 95.03 | 12/03/13 | 4537 | BURTON AUTO SUPPLY, INC. | C |
| 01 | 00390115 | 345.00 | 12/03/13 | 366293 | BUSINESS INK, CO. | C |
| 01 | 00390116 | 28,931.54 | 12/03/13 | 153915 | CDW GOVERNMENT INC. | C |
| 01 | 00390117 | 3,734.63 | 12/03/13 | 5762 | CENTRAL PLUMBING & ELECTRIC SUPPLY CO. | C |
| 01 | 00390118 | 38.99 | 12/03/13 | 146846 | CHAVERO, ESPERANZA | C |
| 01 | 00390119 | 369.39 | 12/03/13 | 258725 | CHRISTUS SPOHN HOSPITAL - CORPUS CHRISTI | C |
| 01 | 00390120 | 34,039.48 | 12/03/13 | 6513 | CITY OF EDINBURG | C |
| 01 | 00390121 | 11,746.75 | 12/03/13 | 6513 | CITY OF EDINBURG | C |
| 01 | 00390122 | 18.76 | 12/03/13 | 10197 | CITY OF EDINBURG | C |
| 01 | 00390123 | 870.76 | 12/03/13 | 403954 | COLORADO BOXED BEEF CO. | C |
| 01 | 00390124 | 2,970.76 | 12/03/13 | 270563 | CPL RETAIL ENERGY, LP | C |
| 01 | 00390125 | 879.00 | 12/03/13 | 277975 | CREEVE INVESTMENTS | C |
| 01 | 00390126 | 5,852.20 | 12/03/13 | 362212 | TAYLOR CORPORATION | C |
| 01 | 00390127 | 15,199.13 | 12/03/13 | 384631 | CYMEZ INTERNATIONAL SECURITY LLC | C |
| 01 | 00390128 | 145.00 | 12/03/13 | 250562 | DANABY RENTALS, INC. | C |
| 01 | 00390129 | 1,275.00 | 12/03/13 | 195294 | DAVILA & ASSOCIATES, INC | C |
| 01 | 00390130 | 2,156.43 | 12/03/13 | 178136 | DELL MARKETING L.P. | C |
| 01 | 00390131 | 12,606.02 | 12/03/13 | 315354 | DEPARTMENT OF INFORMATION RESOURCES | C |
| 01 | 00390132 | 48.79 | 12/03/13 | 406619 | DIRECT ENERGY MARKETING, INC. | C |
| 01 | 00390133 | 45.99 | 12/03/13 | 228389 | DIRECTV | C |
| 01 | 00390134 | 94.99 | 12/03/13 | 228389 | DIRECTV | C |
| 01 | 00390135 | 107.00 | 12/03/13 | 228389 | DIRECTV | C |
| 01 | 00390136 | 88.71 | 12/03/13 | 231339 | DUQUE, MARY LOU | C |
| 01 | 00390137 | 1,723.90 | 12/03/13 | 275875 | EAN HOLDINGS, LLC | C |
| 01 | 00390138 | 7,675.00 | 12/03/13 | 9873 | EDCOUCH FIRE DEPT | C |
| 01 | 00390139 | 80.00 | 12/03/13 | 221147 | ELLIFF TRAILERS SERVICE | C |
| 01 | 00390140 | 98.55 | 12/03/13 | 11908 | FEDEX | C |
| 01 | 00390141 | 49.00 | 12/03/13 | 401102 | FLORES, DAVID | C |
| 01 | 00390142 | 399.44 | 12/03/13 | 99775 | FLORES, ROMEO M. JUDGE | C |
| 01 | 00390143 | 61.03 | 12/03/13 | 289612 | FLOWERS BAKING CO. OF SAN ANTONIO, LLC | C |
| 01 | 00390144 | 292.67 | 12/03/13 | 321826 | G & K SERVICE INC. | C |
| 01 | 00390145 | 459.86 | 12/03/13 | 321826 | G & K SERVICE INC. | C |
| 01 | 00390146 | 3,768.13 | 12/03/13 | 13897 | GATEWAY PRINTING & OFFICE SUPPLY, INC. | C |
| 01 | 00390147 | 890.66 | 12/03/13 | 169242 | GCR TIRE CENTER TDS | C |
| 01 | 00390148 | 96.05 | 12/03/13 | 401803 | GUERRA, MARIA ISABEL | C |
| 01 | 00390149 | 453.67 | 12/03/13 | 15253 | GULF COAST PAPER CO. | C |
| 01 | 00390150 | 34.00 | 12/03/13 | 15261 | GULF DATA PRODUCTS | C |
| 01 | 00390151 | 320.00 | 12/03/13 | 15369 | GUTHRIE'S LOCKSMITH & SAFE SHOP | C |
| 01 | 00390152 | 3,274.00 | 12/03/13 | 307165 | HARLINGEN DOOR CO., INC. | C |
| 01 | 00390153 | 570.67 | 12/03/13 | 365262 | HELLO DIRECT, INC. | C |
| 01 | 00390154 | 28.25 | 12/03/13 | 371378 | HERNANDEZ, MARICELA | C |
| 01 | 00390155 | 100.80 | 12/03/13 | 94366 | HOLT TEXAS, LTD. DBA HOLT CAT | C |
| 01 | 00390156 | 94.62 | 12/03/13 | 289299 | HOME DEPOT | C |
| 01 | 00390157 | 42.40 | 12/03/13 | 291374 | HOME DEPOT CREDIT SERVICES | C |
| 01 | 00390158 | 633.87 | 12/03/13 | 291374 | HOME DEPOT CREDIT SERVICES | C |
| 01 | 00390159 | 394.80 | 12/03/13 | 331201 | HORIBA INSTRUMENTS INCORPORATED | C |
| 01 | 00390160 | 186.19 | 12/03/13 | 336084 | HUBERT COMPANY | C |
| 01 | 00390161 | 784.60 | 12/03/13 | 129763 | OAK FARMS - SAN ANTONIO | C |
| 01 | 00390162 | 413.26 | 12/03/13 | 405078 | INDUSTRIAL DISTRIBUTION GROUP | C |
| 01 | 00390163 | 326.72 | 12/03/13 | 179442 | IVAN'S AUTOMOTIVE | C |

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| 01 | 00390164 | 252.42 | 12/03/13 | 309125 J & M HYDRAULICS | C |
| 01 | 00390165 | 121.50 | 12/03/13 | 253324 JOHNSTONE SUPPLY-PHARR | C |
| 01 | 00390166 | 177.00 | 12/03/13 | 175048 JONES MCCLURE PUBLISHING | C |
| 01 | 00390167 | 664.05 | 12/03/13 | 119784 LABATT FOOD SERVICE | C |
| 01 | 00390168 | 557.00 | 12/03/13 | 115851 LASER LUX | C |
| 01 | 00390169 | 462.00 | 12/03/13 | 282693 LEXISNEXIS | C |
| 01 | 00390170 | 18.21 | 12/03/13 | 369063 LONGHORN BUS SALES, LTD | C |
| 01 | 00390171 | 13.72 | 12/03/13 | 22438 MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00390172 | 695.56 | 12/03/13 | 22438 MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 01 | 00390173 | 110.00 | 12/03/13 | 347612 MARCO ANTONIO MUNIZ | C |
| 01 | 00390174 | 3,378.75 | 12/03/13 | 203602 MCALLEN ISD FOOD SERVICE DEPARTMENT | C |
| 01 | 00390175 | 308.56 | 12/03/13 | 23825 MCALLEN PUBLIC UTILITY | C |
| 01 | 00390176 | 2,600.00 | 12/03/13 | 300675 MEMORIAL FUNERAL HOME | C |
| 01 | 00390177 | 575.00 | 12/03/13 | 251518 MIKE'S PLUMBING & ELECTRICAL, INC. | C |
| 01 | 00390178 | 26.13 | 12/03/13 | 138479 MILITARY HIGHWAY WATER SUPPLY CORP. | C |
| 01 | 00390179 | 20.59 | 12/03/13 | 24996 MISSION AUTO ELECTRIC, INC. | C |
| 01 | 00390180 | 373.87 | 12/03/13 | 401960 MISSION QUICK LUBE, INC. | C |
| 01 | 00390181 | 141.50 | 12/03/13 | 275506 MOBILE RELAYS PARTNERS, LTD. | C |
| 01 | 00390182 | 802.55 | 12/03/13 | 388467 MODEL LAUNDRY, LLC | C |
| 01 | 00390183 | 20.34 | 12/03/13 | 407488 MOLINA, PATRICIA ANN | C |
| 01 | 00390184 | 143.97 | 12/03/13 | 72745 MONTALVO INSURANCE AGENCY, INC. | C |
| 01 | 00390185 | 849.83 | 12/03/13 | 414492 MOUNTAIN GLACIER, LLC | C |
| 01 | 00390186 | 30,000.00 | 12/03/13 | 286648 MUSEUM OF SOUTH TEXAS HISTORY | C |
| 01 | 00390187 | 184.19 | 12/03/13 | 352942 NICCUM, ALMA | C |
| 01 | 00390188 | 977.37 | 12/03/13 | 153842 NICHO PRODUCE CO, INC | C |
| 01 | 00390189 | 2,548.55 | 12/03/13 | 25895 NORTH ALAMO WATER SUPPLY CORP | C |
| 01 | 00390190 | 5,217.00 | 12/03/13 | 182834 NTC DRUG TESTING SERVICES, INC. | C |
| 01 | 00390191 | 3,877.26 | 12/03/13 | 221945 O'REILLY AUTOMOTIVE STORES, INC. | C |
| 01 | 00390192 | 380.95 | 12/03/13 | 256773 OAK HALL INDUSTRIES, LP | C |
| 01 | 00390193 | 1,219.51 | 12/03/13 | 312231 OFFICE DEPOT | C |
| 01 | 00390194 | 39,875.00 | 12/03/13 | 99953 PALM VALLEY ANIMAL CENTER | C |
| 01 | 00390195 | 550.00 | 12/03/13 | 14966 GREGORIO PINA, III, PH.D. | C |
| 01 | 00390196 | 982.00 | 12/03/13 | 344478 PITNEY BOWES GLOBAL FINANCIAL SRVS LLC | C |
| 01 | 00390197 | 264.37 | 12/03/13 | 91987 PUEBLO TIRES LTD | C |
| 01 | 00390198 | 989.00 | 12/03/13 | 43192 R.E. FRIEDRICHS CO | C |
| 01 | 00390199 | 3,010.48 | 12/03/13 | 418960 RCI DEVELOPMENT, LLC | C |
| 01 | 00390200 | 12.12 | 12/03/13 | 277223 RELIANT | C |
| 01 | 00390201 | 1,287.00 | 12/03/13 | 393304 RICHLINE TECHNICAL SERVICES | C |
| 01 | 00390202 | 225.41 | 12/03/13 | 216607 RIO HYDRAULIC, LLC | C |
| 01 | 00390203 | 152.00 | 12/03/13 | 372706 ROBOTRONICS INC. | C |
| 01 | 00390204 | 236.50 | 12/03/13 | 233846 ROCHESTER ARMORED CAR CO.,INC. | C |
| 01 | 00390205 | 90.00 | 12/03/13 | 407968 RURAL HEALTH SOLUTIONS | C |
| 01 | 00390206 | 59.99 | 12/03/13 | 304131 SAENZ HARDWARE | C |
| 01 | 00390207 | 4.52 | 12/03/13 | 398470 SAENZ, PRAJEDES R. | C |
| 01 | 00390208 | 8,751.00 | 12/03/13 | 211109 SAFEGUARD UNIVERSAL B.F. & S. | C |
| 01 | 00390209 | 139.00 | 12/03/13 | 184381 SALAZAR, JESSIE | C |
| 01 | 00390210 | 1,608.00 | 12/03/13 | 399981 SANCHEZ, ROBERT | C |
| 01 | 00390211 | 3,125.85 | 12/03/13 | 406171 SBA TOWERS IV, LLC | C |
| 01 | 00390212 | 1,060.00 | 12/03/13 | 326917 SOUTH COAST BOILER SERVICE | C |
| 01 | 00390213 | 948.80 | 12/03/13 | 34797 SOUTH TEXAS COMMUNICATIONS, INC. | C |
| 01 | 00390214 | 192.89 | 12/03/13 | 243825 SOUTH TEXAS NEUROLOGICAL CENTER, P.A. | C |
| 01 | 00390215 | 529.93 | 12/03/13 | 178586 SOUTHERN BONE & JOINT CENTER ASSOCIATES | C |
| 01 | 00390216 | 9.99 | 12/03/13 | 35173 SPIKES MOTOR COMPANY | C |
| 01 | 00390217 | 1,762.74 | 12/03/13 | 210501 SPRINT | C |
| 01 | 00390218 | 8,682.08 | 12/03/13 | 319449 STAPLES ADVANTAGE | C |

| Bank | Check No | Amount | Date | Vendor | Type |
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| 01 | 00390219 | 984.68 | 12/03/13 | 319449 STAPLES ADVANTAGE | C |
| 01 | 00390220 | 1,860.80 | 12/03/13 | 114243 SYSCO INC. | C |
| 01 | 00390221 | 80.00 | 12/03/13 | 92665 TAAO | C |
| 01 | 00390222 | 490.00 | 12/03/13 | 169161 TANDY'S FARM & RANCH MART | C |
| 01 | 00390223 | 639.62 | 12/03/13 | 36153 TEJAS EQUIPMENT RENTAL & SALES | C |
| 01 | 00390224 | 325.00 | 12/03/13 | 305383 TEXAS ANALYST, INC. | C |
| 01 | 00390225 | 75.00 | 12/03/13 | 96431 TEXAS ASSOC. FOR COURT ADMINISTRATION | C |
| 01 | 00390226 | 63,258.31 | 12/03/13 | 263001 TEXAS ASSOCIATION OF COUNTIES | C |
| 01 | 00390227 | 38.40 | 12/03/13 | 288888 TEXAS GAS SERVICE | C |
| 01 | 00390228 | 46.24 | 12/03/13 | 288888 TEXAS GAS SERVICE | C |
| 01 | 00390229 | 6,100.00 | 12/03/13 | 369039 TEXAS LAND RECLAMATION LLC | C |
| 01 | 00390230 | 2,700.00 | 12/03/13 | 226475 TEXAS WILDLIFE DAMAGE MANAGEMENT FUND | C |
| 01 | 00390231 | 9,999.99 | 12/03/13 | 407585 THE MISSION HISTORICAL MUSEUM, INC. | C |
| 01 | 00390232 | 244.22 | 12/03/13 | 231924 TIME WARNER CABLE | C |
| 01 | 00390233 | 90.21 | 12/03/13 | 231924 TIME WARNER CABLE | C |
| 01 | 00390234 | 999.41 | 12/03/13 | 302007 TIRE CENTERS, LLC | C |
| 01 | 00390235 | 57.50 | 12/03/13 | 214264 TRI-COUNTY COMMUNICATIONS, LTD | C |
| 01 | 00390236 | 904.81 | 12/03/13 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00390237 | 3,511.86 | 12/03/13 | 401838 U.S. BANK NATIONAL ASSOCIATION ND | C |
| 01 | 00390238 | 97.25 | 12/03/13 | 155284 UNITED PARCEL SERVICE | C |
| 01 | 00390239 | 2,275.87 | 12/03/13 | 217182 UPPER VALLEY MAIL SERVICES | C |
| 01 | 00390240 | 474.59 | 12/03/13 | 204331 VALLEY AIDS COUNCIL LLC | C |
| 01 | 00390241 | 7.00 | 12/03/13 | 39837 VALLEY BOTTLE WATER CO. | C |
| 01 | 00390242 | 1,492.55 | 12/03/13 | 219797 VALLEY E.M.S., INC. | C |
| 01 | 00390243 | 494.05 | 12/03/13 | 278211 VASQUEZ, REGINA CSR | C |
| 01 | 00390244 | 3,085.76 | 12/03/13 | 40991 W. W. GRAINGER INC. | C |
| 01 | 00390245 | 6.84 | 12/03/13 | 78344 WEAKS MARTIN IMPLEMENT CO., INC. | C |
| 01 | 00390246 | 2,049.00 | 12/03/13 | 41548 WEST PUBLISHING CORPORATION | C |
| 01 | 00390247 | 16,112.67 | 12/03/13 | 369195 WESTWOOD PHARMACY CLINICAL SERVICES | C |
| 01 | 00390248 | 73.98 | 12/03/13 | 228613 WILLIE B'S BBQ #2 | C |
| 01 | 00390249 | 348.67 | 12/03/13 | 42129 XEROX CORPORATION | C |
| 01 | 00390250 | 807.51 | 12/03/13 | 42129 XEROX CORPORATION | C |
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| 02 | 00389786 | 150.00 | 12/03/13 | 166545 THE OFFICE OF THE ATTORNEY GENERAL | C |
| 02 | 00389787 | 150.00 | 12/03/13 | 166545 THE OFFICE OF THE ATTORNEY GENERAL | C |
| 02 | 00389788 | 199.00 | 12/03/13 | 187348 FRED PRYOR SEMINARS/CAREER TRACK | C |
| 02 | 00389789 | 468.49 | 12/03/13 | 237302 GUAJARDO, ARTURO JR. | C |
| 02 | 00389790 | 108.00 | 12/03/13 | 341517 LOPEZ, NOE | C |
| 02 | 00389791 | 276.00 | 12/03/13 | 337234 RENAISSANCE AUSTIN HOTEL | C |
| 02 | 00389792 | 276.00 | 12/03/13 | 337234 RENAISSANCE AUSTIN HOTEL | C |
| 02 | 00389793 | 12,422.94 | 12/03/13 | 248878 A WORLD FOR CHILDREN | C |
| 02 | 00389794 | 49.95 | 12/03/13 | 337 A-OK VACUUM CLEANER SALES | C |
| 02 | 00389795 | 5,400.00 | 12/03/13 | 403156 AGUILERA PROPERTIES LLC | C |
| 02 | 00389796 | 90.00 | 12/03/13 | 53384 AMERICAN RED CROSS | C |
| 02 | 00389797 | 31.49 | 12/03/13 | 328626 AT&T | C |
| 02 | 00389798 | 4,800.00 | 12/03/13 | 296945 BARBOZA, MIGUEL JR | C |
| 02 | 00389799 | 131.00 | 12/03/13 | 400530 BREWSTER, CHARLES | C |
| 02 | 00389800 | 4,185.00 | 12/03/13 | 405450 BS PROPERTIES, L.L.C. | C |
| 02 | 00389801 | 781.70 | 12/03/13 | 4561 BUSTER LIND PRODUCE | C |
| 02 | 00389802 | 150.50 | 12/03/13 | 222275 CALVO, FRANCISCO | C |
| 02 | 00389803 | 948.85 | 12/03/13 | 172219 CANO PRODUCE CO., INC. | C |
| 02 | 00389804 | 3,125.00 | 12/03/13 | 354082 CANTU REALTY, LLC | C |
| 02 | 00389805 | 59.62 | 12/03/13 | 299995 CARDENAS, CATHY | C |
| 02 | 00389806 | 96.75 | 12/03/13 | 153915 CDW GOVERNMENT INC. | C |

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| 02 | 00389807 | 76.70 | 12/03/13 | 153915 CDW GOVERNMENT INC. | C |
| 02 | 00389808 | 147.00 | 12/03/13 | 257192 CERVANTES, SARAH | C |
| 02 | 00389809 | 1,267.79 | 12/03/13 | 403954 COLORADO BOXED BEEF CO. | C |
| 02 | 00389810 | 54,741.82 | 12/03/13 | 276359 CORNELL CORRECTIONS OF TEXAS, INC | C |
| 02 | 00389811 | 223.18 | 12/03/13 | 375187 DELUNA, ALFONSO JR. | C |
| 02 | 00389812 | 2,550.00 | 12/03/13 | 201065 DR RALPH H. JACKSON | C |
| 02 | 00389813 | 195.00 | 12/03/13 | 275875 EAN HOLDINGS, LLC | C |
| 02 | 00389814 | 236.60 | 12/03/13 | 336459 EARTHGRAINS BAKING CO'S INC. | C |
| 02 | 00389815 | 98.75 | 12/03/13 | 322709 EXQUISITA DISTRIBUTORS, L.P. | C |
| 02 | 00389816 | 4,000.00 | 12/03/13 | 392758 FAMILY PHYSICIANS CLINIC, LLP | C |
| 02 | 00389817 | 118.65 | 12/03/13 | 289612 FLOWERS BAKING CO. OF SAN ANTONIO, LLC | C |
| 02 | 00389818 | 60.00 | 12/03/13 | 177563 GARCES, RAFAEL | C |
| 02 | 00389819 | 147.00 | 12/03/13 | 328669 GARZA, MOISES | C |
| 02 | 00389820 | 10,927.70 | 12/03/13 | 267066 GBB RENTAL | C |
| 02 | 00389821 | 515.80 | 12/03/13 | 169242 GCR TIRE CENTER TDS | C |
| 02 | 00389822 | 60.00 | 12/03/13 | 123676 GONZALEZ, NOELIA | C |
| 02 | 00389823 | 109.53 | 12/03/13 | 396362 GONZALEZ, RODOLFO JR. | C |
| 02 | 00389824 | 11,106.22 | 12/03/13 | 227706 GULF COAST TRADES CENTER | C |
| 02 | 00389825 | 588.00 | 12/03/13 | 15261 GULF DATA PRODUCTS | C |
| 02 | 00389826 | 1,205.00 | 12/03/13 | 380784 GUZMAN & ASSOCIATES | C |
| 02 | 00389827 | 259.90 | 12/03/13 | 289299 HOME DEPOT CREDIT SERVICES | C |
| 02 | 00389828 | 247.80 | 12/03/13 | 129763 OAK FARMS - SAN ANTONIO | C |
| 02 | 00389829 | 130.00 | 12/03/13 | 267783 JAIME RODRIGUEZ, O.D. | C |
| 02 | 00389830 | 4,251.55 | 12/03/13 | 19941 KALIFA'S WESTERN WEAR, INC. | C |
| 02 | 00389831 | 3,893.50 | 12/03/13 | 376922 LLOYD GOSSELINK ROCHELLE & TOWNSEND, P.C | C |
| 02 | 00389832 | 60.00 | 12/03/13 | 371157 LOPEZ, ANDREA | C |
| 02 | 00389833 | 27,325.01 | 12/03/13 | 248339 LUTHERAN SOCIAL SERVICES OF THE SOUTH | C |
| 02 | 00389834 | 67.80 | 12/03/13 | 394432 MARTINEZ, GLENDA | C |
| 02 | 00389835 | 65.72 | 12/03/13 | 182346 VERIZON BUSINESS | C |
| 02 | 00389836 | 1,118.40 | 12/03/13 | 125334 MINGO'S CAR KLINIC & DETAILING | C |
| 02 | 00389837 | 250.00 | 12/03/13 | 349542 RONALDO MUNOZ | C |
| 02 | 00389838 | 472.65 | 12/03/13 | 153842 NICHO PRODUCE CO, INC | C |
| 02 | 00389839 | 16,480.91 | 12/03/13 | 212903 PEGASUS SCHOOLS, INC. | C |
| 02 | 00389840 | 227.33 | 12/03/13 | 381594 PENA, GUSTAVO | C |
| 02 | 00389841 | 991.79 | 12/03/13 | 247448 PERFORMANCE FOOD GROUP OF TEXAS-VICTORIA | C |
| 02 | 00389842 | 3,200.00 | 12/03/13 | 14966 GREGORIO PINA, III, PH.D. | C |
| 02 | 00389843 | 7,800.00 | 12/03/13 | 384151 REDWOOD TOXICOLOGY LABORATORY INC. | C |
| 02 | 00389844 | 513.84 | 12/03/13 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00389845 | 389.17 | 12/03/13 | 277223 RELIANT, DEPT 0954 | C |
| 02 | 00389846 | 147.00 | 12/03/13 | 350834 REYES, KEVIN | C |
| 02 | 00389847 | 7,377.30 | 12/03/13 | 202762 RICHARD A. GARZA | C |
| 02 | 00389848 | 214.34 | 12/03/13 | 233846 ROCHESTER ARMORED CAR CO.,INC. | C |
| 02 | 00389849 | 147.00 | 12/03/13 | 360457 RODRIGUEZ, ALEXIS | C |
| 02 | 00389850 | 4,927.60 | 12/03/13 | 190845 SALINAS, LAURA | C |
| 02 | 00389851 | 909.22 | 12/03/13 | 294004 SANOFI PASTEUR, INC | C |
| 02 | 00389852 | 432.16 | 12/03/13 | 34282 SHERWIN-WILLIAMS COMPANY | C |
| 02 | 00389853 | 69.00 | 12/03/13 | 398730 SMITH, GLENASE | C |
| 02 | 00389854 | 6,187.50 | 12/03/13 | 397806 SPI VENTURES, LLP | C |
| 02 | 00389855 | 47.67 | 12/03/13 | 210501 SPRINT | C |
| 02 | 00389856 | 278.94 | 12/03/13 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 02 | 00389857 | 548.50 | 12/03/13 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 02 | 00389858 | 54.20 | 12/03/13 | 319449 STAPLES BUSINESS ADVANTAGE | C |
| 02 | 00389859 | 127.69 | 12/03/13 | 251283 STERICYCLE, INC | C |
| 02 | 00389860 | 5,008.68 | 12/03/13 | 114243 SYSCO INC. | C |
| 02 | 00389861 | 2,468.57 | 12/03/13 | 237299 TDCJ-CASHIER'S OFFICE | C |

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| 02 | 00389862 | 405.42 | 12/03/13 | 166448 | TEXAS CORRECTIONAL INDUSTRIES | C |
| 02 | 00389863 | 2,250.46 | 12/03/13 | 231924 | TIME WARNER CABLE | C |
| 02 | 00389864 | 6,950.00 | 12/03/13 | 392065 | TRAKSOFTWARE | C |
| 02 | 00389865 | 870.00 | 12/03/13 | 314757 | UT HEALTH SCIENCE CENTER SAN ANTONIO | C |
| 02 | 00389866 | 60.44 | 12/03/13 | 203483 | VASQUEZ, JUAN G. | C |
| 02 | 00389867 | 3.50 | 12/03/13 | 251577 | VERIZON SOUTHWEST, INC. | C |
| 02 | 00389868 | 37.99 | 12/03/13 | 287024 | VERIZON WIRELESS | C |
| 02 | 00389869 | 147.00 | 12/03/13 | 287229 | VILLARREAL, REBEKAH | C |
| 02 | 00389870 | 98.72 | 12/03/13 | 179337 | WASTE MANAGEMENT OF TEXAS, INC. | C |
| 02 | 00389871 | 147.00 | 12/03/13 | 272957 | WITTENBURG, ANA M. | C |
| 02 | 00389872 | 315.00 | 12/03/13 | 199362 | ANRIGE, INC. | C |
| 02 | 00389873 | 16.39 | 12/03/13 | 337412 | AUTOZONE | C |
| 02 | 00389874 | 159.29 | 12/03/13 | 3816 | BILL BUNTON AUTO SUPPLY & MACHINE INC. | C |
| 02 | 00389875 | 62.00 | 12/03/13 | 4057 | BORDER ENGINE REBUILDERS & DIESEL SVCS | C |
| 02 | 00389876 | 384.74 | 12/03/13 | 4537 | BURTON AUTO SUPPLY, INC. | C |
| 02 | 00389877 | 27.87 | 12/03/13 | 4537 | BURTON AUTO SUPPLY, INC. | C |
| 02 | 00389878 | 199.50 | 12/03/13 | 124346 | C & S SAFETY SUPPLY | C |
| 02 | 00389879 | 10.16 | 12/03/13 | 140651 | CARWASH CARWASH | C |
| 02 | 00389880 | 1,256.03 | 12/03/13 | 153915 | CDW GOVERNMENT INC. | C |
| 02 | 00389881 | 68.67 | 12/03/13 | 6696 | CITY OF PHARR | C |
| 02 | 00389882 | 123.89 | 12/03/13 | 6696 | CITY OF PHARR | C |
| 02 | 00389883 | 3,562.48 | 12/03/13 | 178136 | DELL MARKETING L.P. | C |
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| 02 | 00389885 | 4.80 | 12/03/13 | 315354 | DEPARTMENT OF INFORMATION RESOURCES | C |
| 02 | 00389886 | 124.99 | 12/03/13 | 228389 | DIRECTV | C |
| 02 | 00389887 | 68.62 | 12/03/13 | 258385 | DISH | C |
| 02 | 00389888 | 14.50 | 12/03/13 | 227153 | SANTOY INVESTMENTS LLC | C |
| 02 | 00389889 | 23,856.95 | 12/03/13 | 125717 | FRONTERA MATERIALS, INC. | C |
| 02 | 00389890 | 43.30 | 12/03/13 | 321826 | G & K SERVICE INC. | C |
| 02 | 00389891 | 4.20 | 12/03/13 | 321826 | G & K SERVICE INC. | C |
| 02 | 00389892 | 600.00 | 12/03/13 | 57622 | GARZA, ALMA A. C.S.R. | C |
| 02 | 00389893 | 2,301.66 | 12/03/13 | 169242 | GCR TIRE CENTER TDS | C |
| 02 | 00389894 | 1,406.00 | 12/03/13 | 15261 | GULF DATA PRODUCTS | C |
| 02 | 00389895 | 232.48 | 12/03/13 | 242101 | H & V EQUIPMENT, INC. | C |
| 02 | 00389896 | 448.06 | 12/03/13 | 405078 | INDUSTRIAL DISTRIBUTION GROUP | C |
| 02 | 00389897 | 360.00 | 12/03/13 | 282693 | LEXISNEXIS | C |
| 02 | 00389898 | 433.16 | 12/03/13 | 22438 | MAGIC VALLEY ELECTRIC CO-OP, INC. | C |
| 02 | 00389899 | 8,032.62 | 12/03/13 | 256951 | MARTIN MARIETTA MATERIALS | C |
| 02 | 00389900 | 2,000.00 | 12/03/13 | 401951 | MATHIS, BERNADETTE HOFFER | C |
| 02 | 00389901 | 7.67 | 12/03/13 | 224529 | MCCOY'S BUILDING SUPPLY | C |
| 02 | 00389902 | 50.00 | 12/03/13 | 52485 | MCCREERY AVIATION CO. INC. | C |
| 02 | 00389903 | 255.00 | 12/03/13 | 304816 | MIAMI-DADE COUNTY SHERIFF'S DEPARTMENT | C |
| 02 | 00389904 | 60.32 | 12/03/13 | 24996 | MISSION AUTO ELECTRIC, INC. | C |
| 02 | 00389905 | 75.00 | 12/03/13 | 275506 | MOBILE RELAYS PARTNERS, LTD. | C |
| 02 | 00389906 | 508.44 | 12/03/13 | 388467 | MODEL LAUNDRY, LLC | C |
| 02 | 00389907 | 48.00 | 12/03/13 | 414492 | MOUNTAIN GLACIER, LLC | C |
| 02 | 00389908 | 1,000.00 | 12/03/13 | 312258 | MUNOZ, DORA L. | C |
| 02 | 00389909 | 2,500.00 | 12/03/13 | 312258 | MUNOZ, DORA L. | C |
| 02 | 00389910 | 768.89 | 12/03/13 | 3166 | JOHN DEERE FINANCIAL | C |
| 02 | 00389911 | 1,422.62 | 12/03/13 | 221945 | O'REILLY AUTOMOTIVE STORES, INC. | C |
| 02 | 00389912 | 288.99 | 12/03/13 | 91987 | PUEBLO TIRES LTD | C |
| 02 | 00389913 | 14.50 | 12/03/13 | 315486 | RADIADORES DEL VALLE | C |
| 02 | 00389914 | 37.49 | 12/03/13 | 277223 | RELIANT, DEPT 0954 | C |
| 02 | 00389915 | 145.50 | 12/03/13 | 399566 | RICOH USA, INC. | C |
| 02 | 00389916 | 21,501.08 | 12/03/13 | 399566 | RICOH USA, INC. | C |

| Bank | Check No | Amount | Date | Vendor | | Type |
|---|---|---|---|---|---|---|
| 02 | 00389917 | 2,456.65 | 12/03/13 | 269123 | RUSH TRUCK CENTERS OF TEXAS, LP | C |
| 02 | 00389918 | 300.00 | 12/03/13 | 258776 | MICHAEL R. SALINAS, ATTORNEY AT LAW | C |
| 02 | 00389919 | 36.00 | 12/03/13 | 399981 | SANCHEZ, ROBERT | C |
| 02 | 00389920 | 394.00 | 12/03/13 | 34274 | SHERWIN WILLIAMS COMPANY | C |
| 02 | 00389921 | 706.00 | 12/03/13 | 287199 | SHI GOVERNMENT SOLUTIONS, INC. | C |
| 02 | 00389922 | 3,697.00 | 12/03/13 | 249343 | SMITH, GENIE L. | C |
| 02 | 00389923 | 38.40 | 12/03/13 | 288888 | TEXAS GAS SERVICE | C |
| 02 | 00389924 | 302.94 | 12/03/13 | 38873 | TRUCKERS EQUIPMENT INC. | C |
| 02 | 00389925 | 799.71 | 12/03/13 | 287024 | VERIZON WIRELESS | C |
| 02 | 00389926 | 658.82 | 12/03/13 | 78344 | WEAKS MARTIN IMPLEMENT CO., INC. | C |
| 02 | 00389927 | 350.00 | 12/03/13 | 220833 | WINDSHIELDS XPRESS | C |
| 02 | 00389928 | 178.60 | 12/03/13 | 42129 | XEROX CORPORATION | C |
| **Total Bank No 02** | | **314,675.28** | | | | |
| 04 | 00015252 | 5,064.67 | 12/03/13 | 274534 | DANNENBAUM ENGINEERING CORPORATION | C |
| 04 | 00015253 | 6,477.07 | 12/03/13 | 280046 | L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00015254 | 1,443.40 | 12/03/13 | 280046 | L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00015255 | 5,680.00 | 12/03/13 | 280046 | L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00015256 | 4,047.55 | 12/03/13 | 280046 | L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00015257 | 2,207.55 | 12/03/13 | 280046 | L & G CONSULTING ENGINEERS, INC. | C |
| 04 | 00015258 | 1,804.29 | 12/03/13 | 312797 | L & G ENGINEERING LABORATORY, LLC | C |
| 04 | 00015259 | 11,781.55 | 12/03/13 | 234443 | R. GUTIERREZ ENGINEERING CORPORATION | C |
| 04 | 00015260 | 33,730.00 | 12/03/13 | 234443 | R. GUTIERREZ ENGINEERING CORPORATION | C |
| **Total Bank No 04** | | **72,236.08** | | | | |
| 05 | 00023183 | 203.53 | 11/27/13 | 285269 | DEPT. OF CHILD SUPPORT SERVICES | C |
| 05 | 00023184 | 698.52 | 11/27/13 | 220566 | MICHIGAN STATE DISBURSEMENT UNIT | C |
| 05 | 00023185 | 596.80 | 11/27/13 | 335975 | MID ATLANTIC CAPITAL CORPORATION | C |
| 05 | 00023186 | 32.18 | 11/27/13 | 349453 | PRE-PAID LEGAL SERVICES, INC | C |
| 05 | 00023187 | 962.77 | 11/27/13 | 336653 | SERVICE EMPLOYEES INTERNATIONAL UNION | C |
| 05 | 00023188 | 2.00 | 11/27/13 | 191167 | SOUTH TEXAS COLLEGE | C |
| 05 | 00023189 | 42.00 | 11/27/13 | 191167 | SOUTH TEXAS COLLEGE | C |
| 05 | 00023190 | 124.26 | 11/27/13 | 201324 | U.S. DEPARTMENT OF EDUCATION | C |
| 05 | 00023191 | 70.75 | 11/27/13 | 406376 | UNITED STUDENT AID FUNDS, INC. | C |
| 05 | 00023192 | 1,285.00 | 11/27/13 | 7498 | COUNTY & MUNICIPAL CREDIT UNION | C |
| 05 | 00023193 | 56.00 | 11/27/13 | 157228 | HIDALGO CO. UNITED WAY | C |
| 05 | 00023194 | 12,783.44 | 11/27/13 | 158275 | BOUDLOCHE, CINDY | C |
| 05 | 00023195 | 27,263.29 | 11/27/13 | 7498 | COUNTY & MUNICIPAL CREDIT UNION | C |
| 05 | 00023196 | 1,267.00 | 11/27/13 | 157228 | HIDALGO CO. UNITED WAY | C |
| 05 | 00023197 | 1,137.66 | 11/27/13 | 167479 | TEXAS GUARANTEED STUDENT LOAN CORPORATIO | C |
| 05 | 00023198 | 1,325.00 | 11/27/13 | 7498 | COUNTY & MUNICIPAL CREDIT UNION | C |
| **Total Bank No 05** | | **47,850.20** | | | | |
| 15 | 00028788 | 7,496.10 | 12/03/13 | 370029 | ADVOCACY RESOURCE CENTER FOR HOUSING | C |
| 15 | 00028789 | 2,600.00 | 12/03/13 | 216119 | AFFORDABLE HOMES OF SOUTH TEXAS, INC. | C |
| 15 | 00028790 | 11,337.40 | 12/03/13 | 401374 | AIM MEDIA TEXAS OPERATING, LLC | C |
| 15 | 00028791 | 15,684.98 | 12/03/13 | 344168 | BOYS & GIRLS CLUB OF EDINBURG RGV, INC. | C |
| 15 | 00028792 | 6,064.46 | 12/03/13 | 375446 | CATHOLIC CHARITIES OF THE RGV | C |
| 15 | 00028793 | 58.14 | 12/03/13 | 11908 | FEDEX | C |
| 15 | 00028794 | 189.84 | 12/03/13 | 344249 | GARCIA, GUADALUPE V. | C |
| 15 | 00028795 | 250.00 | 12/03/13 | 213055 | SOUTH TEXAS LAND INVESTIGATIONS | C |
| 15 | 00028796 | 99,598.68 | 12/03/13 | 404322 | TEXAS CORDIA CONSTRUCTION, LLC | C |
| **Total Bank No 15** | | **143,279.60** | | | | |

| Bank | Check No | Amount | Date | Vendor | Type |
|---|---|---|---|---|---|
| | | | | Total Hand Checks (Including Hand Voids) | .00 |
| | | | | Total Computer Checks (Including Computer Voids) | 1,107,866.33 |
| | | | | Total ACH Checks (Including Voids) | .00 |
| | | | | Total Computer Voids | .00 |
| | | | | Total Hand Voids | .00 |
| | | | | Total ACH Voids | .00 |
| | | | | **Grand Total:** | **1,107,866.33** |

| Batch Yr | Batch No | Amount |
|---|---|---|
| 13 | 006213 | 1,341.00 |
| 13 | 006220 | 42,451.39 |
| 13 | 006223 | 3,880.00 |
| 13 | 006224 | 36,350.00 |
| 13 | 006225 | 21,805.00 |
| 13 | 006226 | 16,192.50 |
| 13 | 006227 | 17,140.00 |
| 13 | 006230 | 1,325.00 |
| 13 | 006235 | 2,732.81 |
| 13 | 006240 | 75,742.36 |
| 13 | 006241 | 34,402.37 |
| 13 | 006242 | 25,191.54 |
| 13 | 006243 | 26,488.72 |
| 13 | 006244 | 128,334.01 |
| 13 | 006245 | 121,427.88 |
| 13 | 006246 | 52,048.76 |
| 13 | 006247 | 18,386.66 |
| 13 | 006248 | 7,002.90 |
| 13 | 006250 | 39,546.18 |
| 13 | 006252 | 7,338.12 |
| 13 | 006256 | 38,959.85 |
| 13 | 006259 | 72,236.08 |
| 13 | 006260 | 114,356.68 |
| 13 | 006266 | 143,279.60 |
| 13 | 006267 | 4,190.15 |
| 13 | 006270 | 55,716.77 |

**AI-41916** **2013 Intradept. (line item)Transfers 2. A.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted By: Nereida Garza, HUMAN RESOURCES/CIVIL SERVICE

Department: HUMAN RESOURCES/CIVIL SERVICE

## Information

CAPTION

2013 - Human Resources (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-50-190-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/25/13.

## Attachments

Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/21/2013 03:58 PM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Nereida Garza Started On: 11/20/2013 04:35 PM

Final Approval Date: 11/27/2013

**DATE:** 11-20-2013
**DEPARTMENT HEAD:** Esther A. Cortez
**DEPARATMENT NAME:** ***HUMAN RESOURCES***
**ACCOUNT NUMBER:** 3-1100-415-50-190-002-0

**SUBJECT:** BUDGET LINE-ITEM TRANSFER(S)

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER: 3-1100-415-50-190-002-0

| **FROM:** | | **TO:** | | |
|---|---|---|---|---|
| **OBJECT CODE** | **OBJECT NAME** | **OBJECT CODE** | **OBJECT NAME** | **AMOUNT** |
| 529 | Surety notary Bonds | 442 | Equip &Vehicle rentals | $ 100.00 |
| 550 | Printing & Binding | 442 | Equip &Vehicle rentals | $ 300.00 |

$400.00

REASON: TO PAY FOR NEEDED SERVICES

_____ _____
Department Head Signature Date

_____ _____ _____
Approved Commissioners' Court Date Attest County Clerk

County Auditor's Form: ARS-CA-017
Revised: 6/2002

**AI-41984** **2013 Intradept. (line item)Transfers** **2. B.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted For: NORMA G. GARCIA Submitted By: Jose Munoz, TREASURER'S OFFICE

Department: TREASURER'S OFFICE

## Information

CAPTION

2013 - Treasurer's Office (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-16-150-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/26/13.

## Attachments

LineItem

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 10:50 AM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Jose Munoz Started On: 11/26/2013 08:25 AM

Final Approval Date: 11/27/2013

# BUDGET INTRA-DEPARTMENTAL TRANSFER REQUEST

DATE: 11-26-2013

DEPARTMENT HEAD: NORMA G. GARCIA

DEPARTMENT NAME: TREASURER DEPT

ACCOUNT NUMBER: 3-1100-415-16-150-001-0-XXX

CONTACT PERSON: JOSE MUNOZ

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

Honorable Commissioner's Court of Hidalgo County:

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

| FROM | | TO | | |
|---|---|---|---|---|
| OBJECT CODE | OBJECT NAME | OBJECT CODE | OBJECT NAME | AMOUNT |
| 601 | OFFICE & COMPUTER SUPPLIES | 550 | PRINTING & BINDING | 2,000.00 |
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| | | | TOTAL | 2,000.00 |

REASON: To appropriate funds to cover costs for printing supplies.

Norma G. Garcia 11/26/13

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS COURT

ATTEST COUNTY CLERK

**AI-41980** **2013 Intradept. (line item)Transfers 2. C.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted For: Joel x6412 Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

## Information

CAPTION

2013 - 93rd District Court (1100)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-002-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/26/13.

## Attachments

transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 10:48 AM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Monica Badillo Started On: 11/25/2013 02:55 PM

Final Approval Date: 11/27/2013

DATE: Nov. 19, 2013

DEPARTMENT HEAD: Rodolfo Delgado

DEPARTMENT NAME: 93rd District Court

ACCOUNT NUMBER: 3110041200002001 0XXX

Contact Person: Joel Espinoza Ph#: X 6412

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 890 | other | 607 | Household + Jan. Supplies | $65.00 |
| | | | | |
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| | | | |

**AI-41973** **2013 Intradept. (line item)Transfers 2. D.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

**Submitted By:** Delma Silva, 206TH DISTRICT COURT

**Department:** 206TH DISTRICT COURT

## Information

**CAPTION**

2013 - 206th District Court (1100)

**BACKGROUND**

## Fiscal Impact

**FISCAL YEAR:** 2013 **ACCT. #:** 3-1100-412-00-004-001-0-xxx

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

**BUDGETARY IMPACT:**

Funds available as of 11/26/13.

## Attachments

Budget Line Transfer

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 10:46 AM |
| Budget & Management | Obdett Calzada | 11/26/2013 10:46 AM |
| Purchasing Department | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Delma Silva Started On: 11/25/2013 02:33 PM

Final Approval Date: 11/27/2013

# INTRA-DEPARTMENTAL TRANSFER

DATE: November 25, 2013

DEPARTMENT HEAD: Judge Rose G. Reyna

DEPARTMENT NAME: 206th District Court

ACCOUNT NUMBER: 3-1100-412-00-004-001-0-

CONTACT PERSON: Delma G. Silva PHONE: (956)318-2265

SUBJECT: Intra-departmental Transfer(s)

Honorable Commissioner's Court of Hidalgo County:

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

| FROM: OBJECT CODE | OBJECT NAME | TO: OBJECT CODE | OBJECT NAME | AMOUNT |
|---|---|---|---|---|
| 890 | Other | 743 | Office Furn. & Equip | $3,500.00 |
| 890 | Other | 601 | Office & Computer Supplies | $150.00 |
| | | | | |
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| | | | TOTAL | 3,650.00 |

REASON: to purchase a Fujitsu Scanner to begin preparing for Tex-File
purchase of splinter for dual monitor for Tex-File

Judge Rose G. Reyna/ds with permission — 11-25-13

DEPARTMENT HEAD SIGNATURE — DATE

APPROVED COMMISSIONERS' COURT — ATTEST COUNTY CLERK

**AI-41996** **2013 Intradept. (line item)Transfers 2. E.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted By: Edna Kirby, IT DEPARTMENT

Department: IT DEPARTMENT

## Information

CAPTION

2013 - Justice Court Tech (1242)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1242-412-00-060-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/27/13.

## Attachments

Intra

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 03:21 PM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Edna Kirby Started On: 11/26/2013 11:45 AM

Final Approval Date: 11/27/2013

**DATE:** December 10, 2013

**DEPARTMENT HEAD:** Renan Ramirez

**DEPARTMENT NAME:** Information Technology Dept.

**ACCOUNT NUMBER:** 3-1242-412-00-060-001-0-

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 664 | Justice Crt Tech-Other Minor Equipment | 439 | Justice Crt Tech-Other R&M Srv. | $3,250.00 |
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| | | | **TOTAL** | **$3,250.00** |

**REASON**: **Auditorsw have reviewed invoice for Ricoh (PO ( 689679)and are requesting for transfer to be made to object code 439.**

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

**DATE** / /

**ATTEST COUNTY CLERK**

**AI-41972** **2013 Intradept. (line item)Transfers 2. F.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

## Information

CAPTION

2013 - Constable Pct. #1 (1336)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1336-421-00-220-042-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/26/13.

## Attachments

LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 10:46 AM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Glinda Pacheco Started On: 11/25/2013 01:43 PM

Final Approval Date: 11/27/2013

**DATE:** December 2, 2013

**DEPARTMENT HEAD:** Sergio Cruz

**DEPARTMENT NAME:** Department of Budget & Management

**ACCOUNT NUMBER:** 3-1336-421-00-220-042-0-XXX

**2013**
**Transfer**

**AI-41972**

**Contact Person:** Glinda Pacheco **Ph#:** (956) 292-7025 Ext. 5411

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| 739 | OTHER STRUCTURES | 720 | BUILDINGS | 1,512.93 |
| 739 | OTHER STRUCTURES | 664 | OTHER MINOR EQUIPMENT | 891.00 |
| 739 | OTHER STRUCTURES | 748 | OTHER EQUIPMENT | 1,278.00 |
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| | | | TOTAL | 3,681.93 |

**REASON**:
Intradepartmental transfer needed to cover proposal from AL3 for the purcahse of J-hooks, cameras and fiber optic for the New Constable Pct.1 building.

**DEPARTMENT HEAD SIGNATURE**

**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-42001** **2013 Intradept. (line item)Transfers 2. G.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted By: Roxanne De La Cruz, CONSTABLE PCT. #2

Department: CONSTABLE PCT. #2

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Information

CAPTION

2013-Constable Pct. #2 (1100)

BACKGROUND

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Attachments

transfer

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 04:14 PM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Roxanne De La Cruz Started On: 11/26/2013 03:51 PM

Final Approval Date: 11/27/2013

# INTRADEPARTMENTAL TRANSFER REQUEST

**DATE:** November 26, 2013

**DEPARTMENT HEAD:** MARTIN "MARTY" CANTU

**DEPARTMENT NAME:** Constable Precinct #2

**ACCOUNT NUMBER:** 3-1100-421-00-292-001-0-XXX

**SUBJECT:** **Intradepartmental transfer's)**

Honorable Commissioners' Court of Hidalgo County:

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

| FROM Object Code | Description | TO Object Code | Description | Amount |
|---|---|---|---|---|
| 668 | Police Weapons & BP Vest | 611 | Police Supplies | $788.68 |
| 342 | Info & Credit | 584 | Registration Fees | $552.00 |
| 529 | Surety & Notary | 584 | Registration Fees | $163.00 |
| 583 | Travel Out of County | 584 | Registration Fees | $375.00 |
| 661 | Minor Office Furniture & Equip | 584 | Registration Fees | $161 |
| 668 | Police Weapons & BP Vest | 584 | Registration Fees | 299.00 |
| 668 | Police Weapons & BP Vest | 601 | Office & Comp Supplies | 153.00 |
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| | | | **TOTAL** | **$ 2,491.68** |

**REASON:** Transferring money to purchase office supplies and register for workshop.

**DEPARTMENT HEAD SIGNATURE**

**APPROVED COMMISSIONERS' COURT**

11 / 26 /2013
**DATE**

**ATTEST COUNTY CLERK**

Form DBM-201

**AI-41967** **2013 Intradept. (line item)Transfers 2. H.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

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

Department: COMM. PCT. #3

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Information

CAPTION

2013 - Pct. #3 Sanitation (1100)

BACKGROUND

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Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-432-00-123-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/26/13.

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Attachments

LIT

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 10:45 AM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Norma Ceballos Started On: 11/25/2013 11:03 AM

Final Approval Date: 11/27/2013

# INTRA-DEPARTMENTAL TRANSFER

DATE: November 25, 2013

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

DEPARTMENT NAME: Hidalgo County Precinct #3 Sanitation

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

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

SUBJECT: Intra-departmental Transfer

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT NAME | TO OBJECT CODE | OBJECT NAME | AMOUNT |
|---|---|---|---|---|
| | | | | |
| | | | | |
| 421 | Pct #3 Sanitation- Disposal | 432 | Pct #3 Sanitation - Equip. & Veh. R&M Srv. | $ 5,000.00 |
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| | | | | |
| | | | TOTAL | **$ 5,000.00** |

**REASON:** Expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

**AI-41999** **2013 Intradept. (line item)Transfers 2. I.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted For: Comm. J. Palacios Submitted By: Veronica Lopez, COMM. PCT. #4

Department: COMM. PCT. #4

## Information

CAPTION

2013 - Precinct #4 Rd. Maint (1200)

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-124-007-0-XXX

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

BUDGETARY IMPACT:

890 --> 339 $3,600.00

890 --> 626 $140.00

Funds available as of 11/26/13

## Attachments

Rd Maint LIT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/26/2013 04:14 PM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Veronica Lopez Started On: 11/26/2013 01:22 PM

Final Approval Date: 11/27/2013

**DATE:** December 2, 2013

**DEPARTMENT HEAD:** Joseph Palacios

**DEPARTMENT NAME:** Hidalgo County Precinct No. 4
Rd. Maint

**ACCOUNT NUMBER:** 3-1200-431-00-124-007-0-XXX

**Contact Person:** Veronica Lopez **Ph#:** (956) 383-3112 Ext. 4019

# 2013
**Intradepartmental Transfer**

# AI-41999

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

Honorable Commissioners' Court of Hidalgo County:

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

| FROM OBJECT CODE | OBJECT DESCRIPTION | TO OBJECT CODE | OBJECT DESCRIPTION | AMOUNT |
|---|---|---|---|---|
| | | | | |
| 890 | Pct4 Rd Maint- Other | 339 | Pct4 Rd Maint- Other Prof Srv | $3,600.00 |
| 890 | Pct4 Rd Maint- Other | 626 | Pct4 Rd Maint- Gasoline/Diesel | $140.00 |
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| | | | TOTAL | **$3,740.00** |

**REASON**:
Transfer needed to cover Pct 4 Rd Maint expenditures.

**DEPARTMENT HEAD SIGNATURE**

/ /
**DATE**

**APPROVED COMMISSIONERS' COURT**

**ATTEST COUNTY CLERK**

**AI-42010** **Planning Department 3. A.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted By: Irma Castillo, PLANNING DEPT.

Department: PLANNING DEPT.

Information

CAPTION

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

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

BACKGROUND

Attachments

Pct 1 Cert Plat & Utility Status 12-03-13

Pct 2&4 Water Service Availability 12-03-13

Pct 2&4 Cert Plat & Utility Status 12-03-13

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Irma Castillo Started On: 11/27/2013 10:37 AM

Final Approval Date: 11/27/2013

| | PLANNING DEPT. PCT.#1 CERTIFICATE OF PLAT & UTILITY STATUS | |
|---|---|---|
| | APPLICANT | APPLICATION NO. |
| 1. | CELESTE MEDELLIN | 1-10693 |
| 2. | DANIEL REYNA | 1-10692 |
| 3. | JUAN M. GARCIA | 1-10707 |
| | | |
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| | | |
| | | |
| | COMM. COURT: DECEMBER 3, 2013 | |

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct 1 2 3 4

Application No: 10693

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

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

**Name:** Celeste Medellin

**Address:** P.O. Box 2471
Elsa TX 78543

**Phone:** (956) 351-1905

**Water Supplier:** NAWSC

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Frontera Heights Ph. #2 lot 48 ,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 6-8-09);

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

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

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

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

_____
**Planning Department Authorized Signature**

_____
**Hidalgo County Judge**

_____
**Date**

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

_____
**Date**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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956-318-2840
956-318-2844

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956-968-4734
956-973-7850

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

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


Precinct (1) 2 3 4

Application No: 1-10693

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

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

PARTY MAKING REQUEST:

Name: Celeste Medellin

Address: P.O. BOX 2471
Elsa TX 78543

Phone: (956) 351-1905

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

Frontera Heights Ph. #2 lot # 8

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Celeste Medellin 11-20-13
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

11/20/13
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-10693
Nov. 20, 2013

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

F7660-02-000-0008-00

[ 1] OWNER: AYALA, JUAN C.
MEDELLIN, CELESTE A.
207 MONTGOMERY
EDCOUCH TX 78538
Telephone No. 351-1905

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

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

[ 5] SIZE OF STRUCTURE: 700 Sq. Ft.

[ 6] USE OF BUILDING: RES. ZONE X-44

[ 7] LEGAL DESC./NAME OF SUBDIVISION
FRONTERA HEIGHTS PH 2 LOT 8

LOCATION: 0 MILE 13 1/2 & MILE 6

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: META

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

[11] SPECIAL FLOOD HAZARD AREA: ____YES ✓NO

**Special Conditions: No construction allowed over any easements.**
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:50' REAR:30' SIDES:6'
MIN. ELEV. ABOVE TOP OF NATURAL GROUND 18"

Prepared by — Date: 11/20/13

JONATHAN CISNEROS — Approved by — Date: 11/12/13

Juan Carlos Ayala — Signature of Owner or Applicant — Date: 11-20-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

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

Community No.: 480334

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

## [ NOTICE ]

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

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

2420580

# SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

**Notice of confidentiality rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security number or your driver's license number.**

Date: June 5, 2013

Grantor: Stonehaven Development, Inc., a Texas Corporation

Grantor's Mailing Address:
806 N. Jackson Rd.
Hidalgo, Texas 78557

Grantee: Juan Carlos Ayala Garcia and Celeste America Medellin Rosales

Grantee's Mailing Address (including county):
608 Adkins
Edcouch, Texas 78538
Hidalgo County, Texas

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirty-Four Thousand Four Hundred Dollars and No Cents ($34,400.00), and is executed by Grantee, payable to the order of Grantor (the "Purchase Note"). The Purchase Note is secured by a vendor's lien retained in this deed and by a deed of trust of even date to Anthony E. Gray, Trustee.

Property (including any improvements):

> Lot 8, Frontera Heights Phase II, Subdivision, Hidalgo County, Texas, as per Map or Plat recorded in Instrument No. 2009780, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to whcih is here made for all purposes.

Reservations from and Exceptions to Conveyance and Warranty:

1. Visible and apparent easements on or across the subject property;
2. Rights of parties in possession;
3. Easements, rights-of-way, and prescriptive rights, whether of record or not;
4. All recorded restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property;
5. Rights of adjoining owners in any walls and fences situated on a common boundary;
6. Any discrepancies, conflicts, or shortages an area or boundary lines;
7. Any encroachments or overlapping of improvements;
8. All rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance, and operation of any Water Improvement District, Irrigation District, or other applicable governmental district, agency, or authority;
9. Taxes for the current year and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership;
10. The prior reservation or conveyance of all oil, gas, and other minerals previously reserved or conveyed by any parties having the right to do so;
11. All Easements, restrictions, set back lines, drainage swale requirements, and other matters shown on the plat of Frontera Heights Phase II, as shown on the plat thereof, recorded in Volume Instrument, Page(s) 2009780, Map records of Hidalgo County, Texas.
12. Subdivision Restrictions filed for record in the Office of the County Clerk of Hidalgo County, Texas affecting the subject property.
13. A lien securing a promissory note (the "Prior Note"), dated May 20, 2008, payable to the order of First National Bank which is described in and secured by a Deed of Trust filed for record in the Office of the County Clerk of Hidalgo

County, Texas under Clerk's Document Number 1898769. Grantor shall be obligated to obtain a release of the Property from all liens and security interests securing the Prior Note within 30 days of the date Grantee makes final payment on the Purchase Note;

**SAVE AND EXCEPT,** and there is hereby reserved unto Grantor, Grantor's successors and assigns, all oil, gas, and other minerals in, on, or under, or that may be produced from the Property, together with the right of ingress and egress at all times for the purpose of mining, drilling, exploring, operating, and developing said Property for oil, gas, and/or other minerals and removing the same therefrom. **SAVE AND EXCEPT**, and there is hereby reserved unto Grantor, Grantor's successors and assigns, (to the fullest extent permitted by law) all water rights and rights to water (whether riparian, appropriative or otherwise) presently appended or annexed to said property.

Grantor, for the consideration and subject to the reservations from, and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty, when the claim is by, through, or under Grantor, but not otherwise. By the acceptance of this Deed, Grantee is taking the Property "as is", "where is" and "with all faults", and without any representations or warranties whatsoever, express or implied, written or oral, it being the intention of Grantor and Grantee to expressly negate and exclude all representations and warranties, including, but not limited to (i) the physical condition of the property or any element thereof, including, without limitation, warranties related to suitability for habitation, merchantability or fitness for a particular purpose; (ii) the nature or quality of construction, structural design and engineering of any improvements; (iii) the quality of the labor and materials included in any improvements; (iv) the soil conditions; drainage or other conditions existing at the property with respect to any particular purpose, developmental potential or otherwise; (v) all warranties created by any affirmation of fact or promise or by any description of the property; and (vi) all other warranties and representations whatsoever, except the warranty of title expressly set forth herein. The vendor's lien against and superior title to the property are retained until the Purchase Note is fully paid according to its terms, at which time this deed shall become absolute.

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

Stonehaven Development, Inc., a Texas Corporation

BY: _____
Anthony E. Gray, President

**(Acknowledgment)**

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 5 day of June, 2013, by Anthony E. Gray, President of Stonehaven Development, Inc., a Texas Corporation on behalf of the said Stonehaven Development, Inc.

_____
Notary Public, State of Texas

FERNANDO BETANCOURT
Notary Public
STATE OF TEXAS
My Comm. Exp. 1-29-2017

AFTER RECORDING RETURN TO:

Stonehaven Development, Inc.
806 N. Jackson Rd.
Hidalgo, Texas 78557

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct 1 2 3 4

Application No: 10692

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

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

**Name:** DANIEL Reyna

**Address:** 411 Mary Circle or
DONNA TX
78537

**Phone:** (956) 2461670

**Water Supplier:** NAWSC

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Texas Valley Est. #5 Lot #50,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 2/17/98);

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

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

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

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

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

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

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct (1) 2 3 4

Application No: L 10692

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

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

PARTY MAKING REQUEST:

**Name:** Daniel Reyna

**Address:** 411 Mary Circle Dr
78537

**Phone:** (956) 246-1670

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

Texas Valley Est. #5 lot # 50

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

X Daniel Reyna 11/20/13
Requesting Party (Signature) Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

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

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

11/26/13
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-10692
Nov. 20, 2013

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

T2662-05-000-0050-00

[ 1] OWNER: REYNA, DANIEL
REYNA, MARIA E.
210 SANTA FE ST.
SAN JUAN TX 78589
Telephone No.

[ 7] LEGAL DESC./NAME OF SUBDIVISION
TEXAS VALLEY EST. 5 LOT 50

LOCATION: 0 FM 493 & MILE 10

[ 2] CONTRACTOR: SELF

[ 8] SEWAGE: INSTA

[ 3] WATER SYSTEM: N AL

[ 9] CONSTRUCTION TYPE: BLOC

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

[10] EST. COST OF CONST.: $27,000

[ 5] SIZE OF STRUCTURE: 1,120 Sq. Ft.

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____NO

[ 6] USE OF BUILDING: RES. ZONE C-44

**Special Conditions: No construction allowed over any easements.**
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
SETBACKS FRONT:30' REAR:25' SIDES:9'
MIN. ELEV. ABOVE TOP OF CENTERLINE OF ST. 18"

Prepared by — Date 11/20/13

Approved by — Date 11/14/13

Signature of Owner or Applicant — Date 11/20/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0475 C Pct: 0

Community No.: 480334

Certification of Elevation Required: ____ YES ____ NO ____ BFE

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

## [ NOTICE ]

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

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

# WARRANTY DEED WITH VENDOR'S LIEN

Date: **December 17, 1996**

569565

Grantor: **LEE GANDY**

Grantor's Mailing Address (including county): **Rt. 1, Box 155**
**Donna, Hidalgo County, Texas 78537**

Grantee: **DANIEL REYNA and wife, MARIA ELENA REYNA**

Grantee's Mailing Address (including county): **411 Mary Circle Drive**
**Donna, Hidalgo County, Texas 78537**

Consideration: Ten Dollars and other valuable consideration paid by Grantee to Grantor, the receipt of which is hereby acknowledged, and the further consideration of a note of even date that is in the principal amount of Thirteen Thousand Two Hundred Fifty and 00/100 Dollars ($13,250.00), and is executed by Grantee, payable to the order of Grantor. It is secured by a vendor's lien retained in this deed and by a deed of trust of even date from Grantee to TERRY D. KEY, Trustee.

Property (including any improvements):

**Lot 50, TEXAS VALLEY ESTATES UNIT NO. 2, being a resubdivision of 14.08 acres out of Lot 5, La Blanca Agricultural Subdivision "B", Hidalgo County, Texas, according to the map or plat thereof recorded in Volume "Y", Pages 469-471, Deed Records, Hidalgo County, Texas.**

Reservations from and Exceptions to Conveyance and Warranty:

**Easements, right-of-ways and prescriptive rights, whether of record or not; all presently recorded restrictions, reservations, convenants, conditions, including but not limited to Declaration of Covenants, Conditions and Restrictions of record in Document No. 561522, Hidalgo County, Texas, oil and gas leases, mineral severances, and other instruments, other than liens and conveyances, that affect the property; rights of adjoining owners in any walls and fences situated on a common boundary; and discrepancies, conflicts, or shortages in area or boundary lines; any encroachments or overlapping of improvements; all rights, obligations, and other matters emanating from and existing by reason of the creation, establishment, maintenance and operation of the Hidalgo County Water Improvement District.**

**A lien securing a promissory note in the original principal amount of $75,000.00, which is described in and secured by a deed of trust recorded under Document No. 541215 in the Official Records of Hidalgo County, Texas. Grantee does not assume payment of the note or liability under any instrument securing it.**

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

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

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

LEE GANDY

**(Acknowledgment)**

State of Texas
County of Hidalgo

This instrument was acknowledged before me on the 20 day of December, 1996, by LEE GANDY.

SONIA AVILA
NOTARY PUBLIC
State of Texas
Comm. Exp. 09-26-2000

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

Anita G. Lozano
Jones, Galligan, Key & Lozano, L.L.P.
P. O. Drawer 1247
Weslaco, Texas 78599-1247

PREPARED BY:

Anita G. Lozano
Jones, Galligan, Key & Lozano, L.L.P.
P. O. Drawer 1247
Weslaco, Texas 78599-1247

File/GF Number: 12960

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct (1) 2 3 4

Application No: 1-10707

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

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

**Name:** Juan M. Garcia

**Address:** 2025 W. Mile 11 N.
Weslaco, TX 78596

**Phone:** 739-4836

**Water Supplier:** North Alamo Water

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

**Account/ESI No.:** N/A 21254-00163
[ ] Temporary Pole [ ] Permanent Service

regarding the land described as:
Mile 6 Meadows Lot 17,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 7/26/05);

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

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

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

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

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

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

# PLANNING DEPARTMENT
## County of Hidalgo

Rev. 02-19-10


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956-205-7045
956-205-7049

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


Precinct (1) 2 3 4

Application No: 1-10707

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

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

PARTY MAKING REQUEST:

**Name:** Juan M. Garcia

**Address:** 2025 W. Mile 11 N

Weslaco, TX 78596

**Phone:** 739-4836

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

Mile 6 Meadows Lot 17

STATUS OF PERSON OR ENTITY MAKING REQUEST:

___ Subdivider
_✓_ Owner of lot in subdivision
___ Resident of lot in a subdivision
___ Entity that provides utility service

Requesting Party (Signature) — 11-26-13 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

_✓_ Deed
___ Executory Contract
___ Lease
___ Rent Receipt
___ Affidavit
_✓_ Other (describe) permit

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

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

11/26/13
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
1-10707
Nov. 26, 2013

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

M4177-00-000-0017-00

[ 1] OWNER: GARCIA, JUAN M.

2025 W, NUKE 11 N.
WESLACO TX 78596
Telephone No.

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

[ 4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[ 5] SIZE OF STRUCTURE: 2,100 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
MILE 6 MEADOWS
LOT 17

LOCATION: 0 MILE 6 & MILE 11

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: BRIC

[10] EST. COST OF CONST.: $52,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____/NO

**Special Conditions: No construction allowed over any easements.**
MUST CUMPLY WITH ALL COUNTY SETBACKS & REGULATIONS
FRONT:25' REAR:25' SIDE:6' SOUTHCORNER:25'
MIN. ELEV. ABOVE TOP OF CURB 18"

Prepared by — Date: 11/26/13

Approved by — Date: 11/27/13

Signature of Owner or Applicant — Date: 11-26/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

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

Community No.: 480334

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

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

## [ NOTICE ]

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

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

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

# General Warranty Deed

Date: **November 15, 2013**

Grantor: **RENATA LEDESMA, a single women**

Grantor's Mailing Address: **714 South Georga Street**
**Mercedes, Texas 78570**
**Hidalgo County**

Grantee: **JUAN M. GARCIA D/B/A J.J. HOME BUILDERS**

Grantee's Mailing Address: **309 North Texas Blvd Suite "A"**
**Weslaco, Texas 78596**
**Hidalgo County**

Consideration: TEN AND NO/100THS DOLLARS ($10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged

Property (including any improvements):

**Lot 17, MILE 6 MEADOWS SUBDIVISION, an Addition to the City of Weslaco, Hidalgo County, Texas, according to map thereof recorded in Volume 48, Pages 99 thru 101, Map Records of Hidalgo County, Texas.**

Reservations from and Exceptions to Conveyance and Warranty:

**All of Record.**

**All ad valorem taxes for the year 2013 and all subsequent years.**

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

For the same Consideration, Grantor hereby grants, sells, conveys, assigns and delivers to Grantee, without covenant or warranty express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other Property in and to (i) strips or gores, if any, between the Property and abutting properties, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any leases and rental agreements (whether written or verbal) that grant a possessory interest in or that otherwise grant rights with regard to the use of all or any portion of the Property, and (iv) any easements, rights of way, rights of ingress and egress or other interests in, on or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed.

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

**NO TITLE EXAMINATION WAS REQUESTED IN CONNECTION WITH THE PREPARATION OF THIS DOCUMENT NOR WAS ANY MADE. THE PREPARER EXPRESSES NO OPINION AS TO THE TITLE TO THIS PROPERTY.**

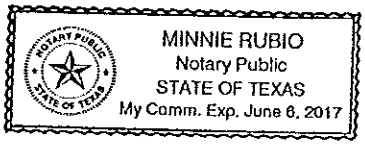
Renata Ledesma

**RENATA LEDESMA**

(Acknowledgment)

STATE OF TEXAS
COUNTY OF HIDALGO

This instrument was acknowledged before me on the 15th day of November, 2013, by **RENATA LEDESMA.**




Notary Public, State of Texas

| | PLANNING DEPT. PCTS 2 & 4 WATER SERVICE AVAILABILTY | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| 1. | Ana Cabello | 4-12915 |
| | | |
| | | |
| | COMM. COURT: December 3, 2013 | |

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

Precinct No.1 Substation
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Weslaco, TX 78596
956-968-4734
956-973-7850

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

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


Precinct 1 2 3 4

Application No: 4-12915

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

Upon the application of:

Name: Ana Cabello

Address: 201 Cancun Apt 3
Pharr, TX

Phone: 956.533.9518

| | Temporary Service | Final Service |
|---|---|---|
| Approved by Environmental Health: | | |
| | Authorized Signature | Authorized Signature |
| Inspection/Permit No: | | Sewer |
| Date Approved: | / / | 11/25/13 |

Water Supplier: North Alamo

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

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

Subdivision John Closner; Lot 6; Block 2
A portion of land out the East 5.00 Acres out of

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

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

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

-OR-

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

Planning Department Authorized Signature

Hidalgo County Judge

Date

ATTEST: _____
Hidalgo County Clerk

Date

# PLANNING DEPARTMENT

Rev. 02-19-10

## County of Hidalgo


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

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


Precinct 1 2 3 4

Application No: 4-12915

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

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

THE STATE OF TEXAS §
COUNTY OF HIDALGO §

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

Ana P. Cabello ,

Known to me [*or* proved to me in the oath of DL15112393 *or* through Tx DRIVER LIC (*description of federal or state government ID card with photograph and signature*)], who swore on oath that the following two statements are true:

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

John Closner Lot# 10 Block# 02 ."
Aportion of land out of the East 5.00 Acres out of
*[Insert the lot and block number in recorded subdivision, address, or description in deed, etc]*

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

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

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

-OR-

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

(Signature)

SUBSCRIBED AND SWORN TO before me on NOV 25, 2013, to certify which, witnesses my hand and seal of office.

RAQUEL REYNOSO
My Commission Expires
March 23, 2014

NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

# Chapter 232 Texas LGC Application

APPLICATION NO: 4-12915
Nov. 25, 2013

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

J5700-00-002-0006-05

[ 1] OWNER: CABELLO ANA. P

701 CANCON APT-3
PHARR TX 78572
Telephone No. 533-9318

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

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

[ 5] SIZE OF STRUCTURE: 2,100 Sq. Ft.

[ 6] USE OF BUILDING: NEW-RESIDENTIAL

[ 7] LEGAL DESC./NAME OF SUBDIVISION
JOHN CLOSNER N132'-S 792'-E165
LOT 6 BLK 2 0.45 AC NET

LOCATION: 0 ALBERTA & I RD.

[ 8] SEWAGE: EXIST

[ 9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $80,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY WITH ALL COUNTY,STATE,CITY,FEMA REGULATIONS FRONT-20' REAR-15' SIDES-6'

Rodolfo Rios — Prepared by — 11-25-13 — Date

EFRAIN CEBALLOS — Approved by — 11-22-13 — Date

x [signature] — Signature of Owner or Applicant — x 11/25/13 — Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER_____
TOTAL AMOUNT . . . . . **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480334 Pct: 0

Community No.: 0426-C

Certification of Elevation
Required: ____ YES ✓ NO ____ BFE

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

## [ NOTICE ]

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

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

2293528

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

# WARRANTY DEED

**Date:** March 22, 2012

**Grantor:** EMIGDIO VILLANUEVA , JR., as his sole and separate property and estate.

**Grantor's Mailing Address:** P.O. Box 943
Mission, Hidalgo County, Texas 78573

**Grantee:** ANA P. CABELLO, as her sole and separate property and estate.

**Grantor's Mailing Address:** 2213 East Erica St.
Pharr, Hidalgo County, Texas.

**Consideration:** Ten and No/100THS ($10.00) Dollars and other valuable consideration to the undersigned paid by the Grantee herein named, the receipt of which is hereby acknowledged.

**Property:** See attached Exhibit "A", attached hereto and incorporated by reference.

**Reservations from and Exceptions to Conveyance and Warranty:**

See attached Exhibit "B", attached hereto and incorporated by reference.

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

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

EMIGDIO VILLANUEVA, JR.

# EXHIBIT "A"

A portion of land out of the East 5.00 acres out of Lot 6 Block 2, John Closner Subdivision et al, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 0, Pages 4 and 5, Map Records, Hidalgo County, Texas, being more particularly described by metes and bounds as follows:

Beginning at a point on the East line of said Lot 6 for the Southeast corner hereof, said corner located North 0 degrees, 01 minutes, 18 seconds West 660.0 feet from the Southeast corner of said Lot 6;

Thence West 165.0 feet to a point for the Southwest corner hereof;

Thence North 0 degrees 00 minutes 44 seconds East 132.0 feet to a point for the Northwest corner hereof;

Thence East 164.98 feet to a point for the Northeast corner hereof;

Thence South 0 degrees 01 minutes 18 seconds East 132.0 feet to the PLACE OF BEGINNING, containing 0.50 acre, more or less, of which the East 15.0 feet are reserved for an Access Easement,

# EXHIBIT "B"

a) All the oil, gas and other minerals, in, under or that may be produced from the land are excepted herefrom in instrument(s) dated March 29, 1973, recorded in Volume 1363, Page 565, Deed Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

b) Oil, Gas and Mineral Lease(s) dated March 27, 1961, recorded in Volume 263, Page 189, Oil and Gas Records; and dated July 10, 1965, recorded in Volume 300, Page 128, Oil and Gas Records, and unitized in instrument dated February 28, 1966, recorded in Volume 304, Page 186 and corrected in Volume 307, Page 409, Oil and Gas Records; and unitized in instrument dated February 4, 2000, under Clerk's File No. 845943, unitized in instrument dated November 4, 2003, under Clerk's File No. 1264172, and ratified in instrument dated November 5, 2003, under Clerk's File No. 1264173, amended in instrument dated December 11, 2003, under Clerk's File No. 1277434, amended in instrument dated November 22, 2003, under Clerk's File No. 1277436, amended in instrument dated October 28, 2004, under Clerk's File No. 1397658, and amended in instrument dated August 30, 2005, under Clerk's File No. 1539144, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

c) Oil, Gas and Mineral Lease(s) dated June 16, 1976, recorded in Volume 362, Page 133, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

d) Oil, Gas and Mineral Lease(s) dated January 14, 1982, recorded in Volume 410, Page 822, Oil and Gas Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

e) Memorandum of Oil and Gas Lease dated March 4, 1999, recorded under Clerk's File No. 773520, and corrected in instrument dated October 29, 1999, under Clerk's File No. 819759, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

f) Oil, Gas and Mineral Lease(s) dated December 14, 1998, recorded under Clerk's File No. 733015, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

g) Oil, Gas and Mineral Lease(s) dated August 14, 2001, recorded under Clerk's File No. 1023101, Official Records, and ratified in instrument dated May 13, 2002, recorded under Clerk's File No. 1083188, unitized in instrument dated November 4, 2003, under Clerk's File No. 1264172, and ratified in instrument dated November 5, 2003, under Clerk's File No. 1264173, amended in instrument dated December 11, 2003, under Clerk's File No. 1277434, amended in instrument dated November 22, 2003, under Clerk's File No. 1277436, amended in instrument dated October 28, 2004, under Clerk's File No. 1397658, and amended in instrument dated August 30, 2005, under Clerk's File No. 1539144, Official Records, Hidalgo County, Texas. Title to the herein described mineral interest(s) was not checked subsequent to the date(s) of the aforesaid instrument(s).

h) Easement and/or other rights, if any, as set forth in Warranty Deed dated March 1, 1911, recorded in Volume 19, Page 57, Deed Records, Hidalgo County, Texas.

i) Right of Way Easement dated July 12, 1973, recorded in Volume 1411, Page 61, Deed Records, Hidalgo County, Texas.

j) Easement and Right of Way dated January 21, 1981, recorded in Volume 1717, Page 384, Deed Records, Hidalgo County, Texas.

k) Easement and/or other rights, if any, as set forth in Warranty Deed dated June 27, 1983, recorded in Volume 1845, Page 663, Deed Records, and corrected in Volume 1961, Page 479, Official Records, Hidalgo County, Texas.

l) Subject to any portion of the property described herein within the limits or boundaries of any public or private roadway and/or highway and the rights of the public thereto.

m) Subject to any portion of subject property described herein lying within canal right of way.

n) Easements, rules, regulations and rights in favor of Hidalgo County Irrigation District No. 2.

STATE OF TEXAS !

COUNTY OF HIDALGO !

This instrument was acknowledged before me on the 22nd day of March 2012, by Emigdio Villanueva,Jr., to certify which witness my hand and official seal.

CINDY PARRAS
Notary Public, State of Texas
My Commission Expires 7-16-2013

NOTARY PUBLIC, STATE OF TEXAS
My Commission Expires:

AFTER RECORDING RETURN TO:

LAW OFFICE OF JUAN E. GONZALEZ
3110 E. BUS. HWY 83
WESLACO, TEXAS 78596
956/447-5585

VOL 1961 PAGE 479

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only. Reviewed 1-1-76. *To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.*

** CORRECTION G1115

# WARRANTY DEED

THE STATE OF TEXAS }
COUNTY OF HIDALGO } KNOW ALL MEN BY THESE PRESENTS:

That we, RAUL CID and wife, MARIA R. CID

of the County of Hidalgo and State of Texas for and in consideration of the sum of **TEN AND NO/100 ($10.00)**

DOLLARS

and other valuable consideration to the undersigned paid by the grantees herein named, the receipt of which is hereby acknowledged,

This Deed is made in place of and as a Deed of Correction of a Deed executed by Grantors herein to Grantees, dated June 29, 1983, and recorded in Volume 1845, Pages 663-666, Deed Records of Hidalgo County, Texas, wherein by error or mistake the property was described as a tract of land out of Lot 6, John Closner Subdivision, when in truth and fact said property is out of Lot 6, Block 2, John Closner Subdivision, and this instrument is made by Grantors and accepted by Grantees in order to correct said mistake, and in all other respects confirming said former Deed.

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto
ARMANDO CID and wife, ESPERANZA R. CID
710 E. Fay St., - Edinburg, Texas 78539

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

A portion of land out of the East 5.00 acres out of Lot 6, Block 2, John Closner Subdivision, et al, Hidalgo County, Texas, more particularly described by metes and bounds on Exhibit "A" attached hereto and made a part hereof for all purposes.

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

EXECUTED this 3rd day of April A.D. 19 84

Raul Cid
RAUL CID

Maria R. Cid
MARIA R. CID

VOL 1961 PAGE 480

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF HIDALGO }

Before me, the undersigned authority, on this day personally appeared RAUL CID and wife, MARIA R. CID

known to me to be the person...s... whose name...are... subscribed to the foregoing instrument, and acknowledged to me that...t he y... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the 3rd day of April, A.D. 19 84

Randal Hanshaw
Notary Public in and for Hidalgo County, Texas.
My commission expires 6-28, 19 84
Randal Hanshaw
(Printed or stamped name of notary)

(Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

known to me to be the person..... whose name..... subscribed to the foregoing instrument, and acknowledged to me that..... he..... executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office on this the day of , A.D. 19

Notary Public in and for County, Texas.
My commission expires....., 19.....
(Printed or stamped name of notary)

WARRANTY DEED

Raul Cid and wife, Maria R. Cid

TO

Armando Cid and wife, Esperanza R. Cid

PREPARED IN THE LAW OFFICE OF:
HANSHAW & MEADOWS
3616 N. 23rd., Suite No. 1
Mcallen, TX 78501

PLEASE RETURN TO:
HANSHAW & MEADOWS
3616 N. 23rd., Suite No. 1
Mcallen, TX 78501

RH/lp File No. 2110

(Corporate Acknowledgment)

THE STATE OF TEXAS
COUNTY OF }

Before me, the undersigned authority, on this day personally appeared

of

a corporation, 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, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the day of , A.D. 19

Notary Public in and for County, Texas.
My commission expires....., 19.....
(Printed or stamped name of notary)

SALINAS & ASSOCIATES, INC.
CONSULTING ENGINEERS & SURVEYORS
1013 SYCAMORE — McALLEN, TEXAS
682-9081 • 682-9261

METES & BOUNDS DESCRIPTION: Tract 3

A portion of land out of the East 5.00 acres out of Lot 6, Blk 2, John Closner Subdivision et al, Hidalgo County, Texas, being more particularly described by metes and bounds as follows:

Beginning at a point on the east line of said Lot 6 for the southeast corner hereof, said corner located North 0°01'18" West 660.0 feet from the southeast corner of said Lot 6;

Thence West 165.0 feet to a point for the southwest corner hereof;

Thence North 0°00'44" East 132.0 feet to a point for the northwest corner hereof;

Thence East 164.98 feet to a point for the northeast corner hereof;

Thence South 0°01'18" East 132.0 feet to the place of beginning, containing 0.50 acre, more or less, of which the East 15.0 feet are reserved for an Access Easement.

Dated: June 8, 1983
Revised: March 29, 1984

STATE OF TEXAS
RICARDO R. SALINAS
2909
REGISTERED
PUBLIC SURVEYOR

EXHIBIT "A"

FILED FOR RECORD

VOL 1961 PAGE 482

61115

FILED FOR RECORD

1984 APR -4 PM 1:44

J. EDGAR RUIZ
COUNTY CLERK
HIDALGO COUNTY, TEXAS

| | PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS | |
|---|---|---|
| | | |
| | APPLICANT | APPLICATION NO. |
| 1. | Luis A. Garcia | 4-12917 |
| | | |
| | COMM. COURT: December 3, 2013 | |

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

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

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

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


Precinct 1 2 3 (4)

Application No: 4-12917

Nov. 25, 2013

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

**Upon the application of:**

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

**Name:** Luis A. Garcia

**Address:** PO Box 2097
Edinburg, TX 78540

**Phone:** 956-821-1388

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

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

**Account/ESI No.:** N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: Gardens
Falcon's Crest Subdivision Lot 26, Edinburg,

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

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

Yes A plat has been prepared;

Yes A plat has been reviewed and approved by the Commissioners Court; (Date approved 10-19-04);

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

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

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

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

_____ _____ _____

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

**ATTEST:** _____ _____

**Hidalgo County Clerk** **Date**

# PLANNING DEPARTMENT

## County of Hidalgo

Rev. 02-19-10


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

Precinct No.1 Substation
1902 Joe Stephens Ave.
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956-973-7850

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

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


Precinct 1 2 3 (4)

Application No: 4-12917

NOV. 25, 2013

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

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

PARTY MAKING REQUEST:

**Name:** Luis A. Garcia

**Address:** PO Box 2097

Edinburg, TX 78540

**Phone:** 956-821-1386

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

Garden's P

Falcon's Crest Subdivision Lot 26

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

Requesting Party (Signature) — 11/27/13 Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
_____ Executory Contract
_____ Lease
_____ Rent Receipt
_____ Affidavit
__✓__ Other (describe) PMT 4-12917

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

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

11/27/13
**Date**

**County Official**

# Chapter 232 Texas LGC Application

APPLICATION NO:
4-12917
Nov. 25, 2013

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

F1552-00-000-0026-00

[ 1] OWNER: GARCIA, LUIS A. & SINDY K.

P.O. BOX 2097
EDINBURG, TX. 78540
Telephone No. 821-1388

[ 2] CONTRACTOR: SELF

[ 3] WATER SYSTEM: N AL

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

[ 5] SIZE OF STRUCTURE: 4,598 Sq. Ft.

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

[ 7] LEGAL DESC./NAME OF SUBDIVISION
FALCON CREST GARDENS L-26

LOCATION: 0 107 & ALAMO

[ 8] SEWAGE: INSTA

[ 9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $220,000

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

**Special Conditions: No construction allowed over any easements.**
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDE'S 6' REAR 35, 20 %

Abel O. Castillo — Prepared by — 11/25/13 Date

Aaron Hernandez — Approved by — 11/22/13 Date

X _____ Signature of Owner or Applicant — 11/25/13 Date

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT . . . . . $30.00

Light [X] Water [X]

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

Certification of Elevation Required: ___ YES ✓ NO ___ BFE

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

## [ NOTICE ]

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

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

Title Service Medallion
13 Closer NR

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

**General Warranty Deed**

Date: NOVEMBER 1, 2013

Grantor: HECTOR I. MARTINEZ and wife, BETTY MARTINEZ

Grantor's Mailing Address: 2313 ISAIAH ST.
EDINBURG, TEXAS 78542
HIDALGO COUNTY

Grantee: LUIS A. GARCIA and wife, SINDY K. GARCIA

Grantee's Mailing Address: P. O. BOX 2097
EDINBURG, TEXAS 78540
HIDALGO COUNTY

Consideration: TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration.

Property (including any improvements):

Lot Twenty Six (26), FALCON'S CREST GARDENS SUBDIVISION, an addition to the City of Edinburg, Hidalgo County, Texas, according to the amended map or plat thereof recorded in Volume 46, Pages 92-94, Map Records, Hidalgo County, Texas, reference to which is here made for all purposes.

Reservations from Conveyance: NONE

Exceptions to Conveyance and Warranty:

a. Restrictive covenants as recorded in Document No. 1399065, Official Records and Volume 46, Pages 92-94, Map Records, Hidalgo County, Texas.

b. Standby fees, taxes and assessments by any taxing authority for the year 2013, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership.

c. Statutory rights, rules, regulations, easements and liens in favor of the Hidalgo County Irrigation District No. 1, pursuant to applicable sections of the Texas Water Code.

d. Rights or claims by Hidalgo County Irrigation District No. 1 to any portion of property lying within canal and/or drain ditch easements and/or rights of way located on the property.

e. Easements, building setbacks and reservations as shown according to the map or plat thereof recorded in Volume 46, Pages 92-94, Map Records, Hidalgo County, Texas.

f. Right of Way Easement as shown in instrument recorded in Volume 10, Page 13, Deed Records, Hidalgo County, Texas.

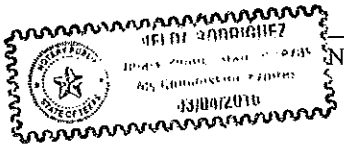
g. Subject to Covenants, Conditions, Stipulations, Easements and Assessments as contained in Restrictions dated October 29, 2004, recorded under Clerk's File No. 1399065, Official Records, Hidalgo County, Texas.

h. Management Certificate for Falcon's Crest Gardens HOA, Inc., dated April 18, 2007, filed May 2, 2007, recorded under Document No. 1752770, Official Records of Hidalgo County, Texas.

## ACKNOWLEDGMENTS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

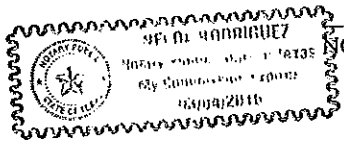
This instrument was acknowledged before me on the 1st day of March, 2013, by HECTOR I. MARTINEZ.



NOTARY PUBLIC, STATE OF TEXAS

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 1st day of March, 2013, by BETTY MARTINEZ.



NOTARY PUBLIC, STATE OF TEXAS

PREPARED BY:
SLUSHER & ASSOCIATES, PLLC
4900 N. 10TH, STE, F-3
McALLEN, TEXAS 78504
GF# 132425873

AFTER RECORDING, RETURN TO:

LUIS A. GARCIA
SINDY K. GARCIA
P. O. BOX 2097
EDINBURG, TEXAS 78540

**AI-41902** **Urban County 4. A.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted For: Irene Montoya Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request for approval of one (1) applicant in the City of Mercedes under the HOME Owner-Occupied Housing Rehabilitation Program

BACKGROUND

The following family is being recommended for approval to receive assistance under the HOME Owner-Occupied Housing
Rehabilitation Program:

| Applicant | Case Number | City | Funding Year | Location of Property |
|---|---|---|---|---|
| Maria G. Lerma Deferred Loan-Elderly Reconstruction | ME #50-12-03 | Mercedes Precinct # 1 | HOME 2012 | Lot Twenty-three Block 4 Garden Park Subdivision, an addition to the City Of Mercedes Hidalgo County Texas |

The amount of assistance to the family will be determined after receipt of bids through the procurement process. Thereafter, selection of bidders will be presented to County Commissioner's Court. Funding is available through the HOME 2012 . The Urban County Program staff recommends approval of applicant's.

Attachments

Agenda Backup

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/20/2013 03:42 PM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Mary Flores Started On: 11/20/2013 11:32 AM

Final Approval Date: 11/27/2013

# Housing Rehab Program

**ENTITY:** City of Mercedes

**PROJECT:** Approval for Assistance under the HOME Owner-Occupied Housing Rehabilitation Program.

**FUNDING YEAR:** HOME 2012

**SYNOPSIS:**

The family is being recommended for applicant approval under the HOME Owner-Occupied Housing Rehabilitation Program. The applicant has been on the waitlist since September 2009, and has met all of the program requirements for assistance under the HOME Owner-Occupied Housing Rehabilitation Program. The following is a profile of the project

**Maria G. Lerma**
**ME #50-12-03**

| | |
|---|---|
| Family of one (1) | |
| Applicant's age is 90 | |
| Title Search: | No Abstract & Liens |
| Flood Zone: | No – Zone B |
| Insurance: | N/A |
| Structures: | 1 |
| Taxes: | current |
| Assets & Deposits: | N/A |
| Debt to Income Ratio: | N/A |
| Pay Back: | No - Deferred Loan- Elderly |
| Number of Bedrooms: | 2 |
| Square Feet: | 864 |
| Total annual household income: | $ 8,520.00 |
| HUD Income Limits (family of 1): | $ 28,300.00 |
| **Deferred Loan-Elderly** | |

Existing Dwelling: 3 bedrooms frame home, built in 1975

**RECOMMENDATION:**

The HOME Staff recommends approval for assistance under the HOME Owner-Occupied Housing Rehabilitation Program by the County Commissioner's Court.

**AI-41876** **Urban County 4. B.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted For: Michelle Mendoza Submitted By: Mary Flores, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.

BACKGROUND

The applicant below has been found eligible to receive closing cost/down payment assistance under the Homebuyer Assistance Program. Approval is being requested to enter into contracts with the following applicant:

| APPLICANT | FUNDING YEAR | GRANT AMOUNT | LENDER | LEGAL DESCRIPTION |
|---|---|---|---|---|
| Marlon Rios | FY 2012 | $10,000 | USDA | LOT 139 Valle Dulce Subdivision Ph II<br>Alamo TX |

All loan closing documents for the first lien have been reviewed and approved as to form by County legal counsel.

Attachments

Agenda backup

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Budget & Management | Obdett Calzada | 11/19/2013 01:56 PM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Mary Flores Started On: 11/19/2013 09:41 AM

Final Approval Date: 11/27/2013

COUNTY OF HIDALGO

STATE OF TEXAS

URBAN COUNTY PROGRAM

HOMEBUYER ASSISTANCE PROGRAM CONTRACT

This Homebuyer Assistance Program Contract ("Homeowner Contract") is entered into this 3rd day of December 2013, between the County of Hidalgo, State of Texas ("County") and *Marlon & Carolina Rios*("Owner").

Owner has requested financial assistance from the County to assist Owner with the down payment and/or closing costs to purchase a home in accordance with the requirements of the County's Homebuyer Assistance Program ("Homeowner Program"); and

Owner, based on the information furnished to County, qualifies for financial assistance under the Homeowner Program.

NOW THEREFORE, the County and Owner agree as follows:

1. Owner represents and warrants that all information furnished to the County in or as a part of Owner's application for financial assistance in the Homeowner Program is true and correct.

2. Owner agrees that the financial assistance provided to Owner by County will be used to pay Owner's closing costs and/or a portion of Owner's down payment in order for Owner to acquire Owner's principal residence located at:
Lot 139 Valle Dulce Subdivision Phase II, Alamo, HIDALGO COUNTY TEXAS more fully described on Exhibit "A" attached hereto ("Property").

3. Owner represents to County that the contract attached hereto as Exhibit "B" is a true and correct copy of the contract under which Owner will acquire the Property. The debt

and lien described in Exhibit "B" will be the only debt and lien against the Property other than the lien granted pursuant to this Homeowner Contract.

4. Owner agrees to comply with all applicable requirements of the U. S. Housing and Urban Development affordable housing home ownership statutes and regulations, including 24 CFR § 92.254(a) Qualification as Affordable Housing: Homeownership, as amended.

5. Owner agrees to provide, within ten (10) business days of the final loan closing, the Urban County Program with copies of the Lender's Note, Settlement Statement, Truth-in-Lending Disclosure, Property Deed and Property Insurance.

6. Owner agrees to execute all documents requested by County in order for County to obtain a valid second deed of trust lien on the Property.

7. OWNER UNDERSTAND AND AGREES THAT COUNTY IS NOT RESPONSIBLE TO OWNER FOR: (i) ANY ASPECT OF THE CONSTRUCTION OF THE RESIDENCE ON THE PROPERTY BEING PURCHASED BY OWNER, INCLUDING ANY CLAIM FOR DEFECTIVE WORK, INCOMPLETE WORK OR WARRANTY WORK; AND/OR (ii) ANY DEFECTS IN OWNER'S TITLE TO THE PROPERTY.

8. County agrees to expend $ 10,000 ("Homeowner Advance") for the benefit of Owner in connection with Owner's purchase of the Property. The Homeowner Advance will be applied first to Owner's closing costs and any excess funds will be applied to Owner's down payment and to the principal if funds are available.

9. OWNER AGREES THAT OWNER WILL, FOR A MINIMUM OF FIVE (5) CONSECUTIVE YEARS FOLLOWING OWNER'S PURCHASE OF THE PROPERTY, CONTINUOUSLY USE THE RESIDENCE LOCATED ON THE PROPERTY AS OWNER'S PRINCIPAL RESIDENCE. OWNER AGREES THAT OWNER WILL, ON AN ANNUAL BASIS, EXECUTE SUCH CERTIFICATIONS AS COUNTY MAY REQUIRE TO CONFIRM OWNER'S COMPLIANCE WITH THE REQUIREMENT OF THIS PARAGRAPH 9.

10. Provided Owner has continuously used the residence located on the Property as Owner's principal residence for five (5) consecutive years after the beginning date used in the Loan Documents, County will forgive Owner's outstanding HOMEBUYER ASSISTANCE Funds on the Repayment Date in an amount equal to the HOMEBUYER ASSISTANCE Funds.

**FAILURE TO REPAY THE HOMEBUYER ASSISTANCE FUNDS IN ACCORDANCE WITH THIS CONTRACT AND/OR THE LOAN DOCUMENTS AND/OR TO COMPLY WITH THE OTHER PROVISIONS OF THE LOAN DOCUMENTS, MAY RESULT IN THE FORECLOSURE OF THE COUNTY'S LIENS AGAINST THE PROPERTY AND THE LOSS OF YOUR RESIDENCE AND THE PROPERTY.**

11. Owner understands and agrees that if Owner sells the Property, within the period of affordability (five (5) years the beginning date used in the Loan Documents), through a voluntary or involuntary transfer, the County will recapture all or a portion of the direct subsidy provided to the homebuyer as provided in this paragraph.

The loan will be forgiven pro rata over the period of affordability under the following terms, as long as the home remains the principal residence of the home buyer:

(i) Upon completion of the 1st year of the Loan Documents -20% of the original principal amount will be forgiven;

(ii) Upon completion of the 2nd year of the Loan Documents -40% of the original principal amount will be forgiven;

(iii) Upon completion of the 3rd year of the Loan Documents - 60% of the original principal amount will be forgiven;

(iv) Upon completion of the 4th year of the Loan Documents - 80% of the original principal amount will be forgiven; and

(v) Upon completion of the 5th year of the Loan Documents -100% of the original principal amount will be forgiven

If the net proceeds from a voluntary or involuntary sale are insufficient to repay the prorated amount of the HOME subsidy, the County shall recapture the entire amount of net proceeds from the sale. If there are no net proceeds from the sale, no repayment is required. Net proceeds are defined as the sales price minus superior loan repayment and any closing costs incurred by the homebuyer.

12. Owner understands and agrees that: (i) Owner agrees to continuously use the residence located on the property as Owner's principal residence for five (5) consecutive years following the beginning date used in the Loan Documents; and (ii) Owner agrees to honor any of its other obligations to County under the Homebuyer Contract or the Loan Documents; collectively. In the event that the County determines that the assisted homebuyer(s) is non-compliant with the residency requirements and the other requirements stated in the Homebuyer Assistance Program Contract then the entire face value of the funds are immediately due and payable to the County. Homebuyer will be given 30 days to return to compliance. If homebuyer(s) does not return to compliance the entire face value of the funds will be due and payable and will incur a four percent (4%) interest per annum.

13. THIS HOMEBUYER CONTRACT CREATES A BINDING AGREEMENT BETWEEN YOU AND THE COUNTY; OWNER REPRESENTS AND WARRANTS TO THE COUNTY THAT OWNER HAS REVIEWED THE CONTRACT, UNDERSTANDS IT, AND IS EXECUTING IT FREELY AND VOLUNTARILY.

Executed and effective as of the date and year first written above.

COUNTY OF HIDALGO

URBAN COUNTY PROGRAM

_____

DIANA R. SERNA

DIRECTOR

_____

Marlon Rios

_____

Carolina Rios

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Marlon Rios ON THIS _____ day of_____, 2013.

_____

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Carolina Rios ON THIS _____ day of_____, 2013.

_____

NOTARY PUBLIC, STATE OF TEXAS

(Jurat/Individual Acknowledgment)

STATE OF TEXAS §

COUNTY OF HIDALGO §

SWORN, SUBSCRIBED AND ACKNOWLEDGED before me Diana R. Serna ON THIS _____day of _____,2013.

_____

NOTARY PUBLIC, STATE OF TEXAS

Exhibit "A"

To a

Homebuyer Assistance Program Contract

LEGAL DESCRIPTION OF THE PROPERTY:

Lot 139 Valle Dulce Subdivision Phase II, Alamo, HIDALGO COUNTY TEXAS

Exhibit "B"

To a

Homebuyer Assistance Program Contract

Copy of CONTRACT

Position 5

Form RD 1955-45
(Rev. 11-06)

UNITED STATES DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT FARM SERVICE AGENCY

FORM APPROVED
OMB NO. 0575-0172

Advice No.

# STANDARD SALES CONTRACT
## SALE OF REAL PROPERTY BY THE UNITED STATES

1. THE OFFER DATE OF THIS CONTRACT (THE DATE SIGNED BY THE PURCHASER) IS 01-08 20 13.

2. THE UNITED STATES OF AMERICA, acting through the ☑ Rural Housing Service; ☐ Rural Utilities Service; ☐ Rural Business-Cooperative Service; ☐ Farm Service Agency, hereinafter referred to as the "Agency", as SELLER, agrees to sell to the PURCHASER named below, and said purchaser agrees to buy, the property identified hereinafter, subject to the CONDITIONS OF SALE on pages 3 and 4 hereof which are incorporated and made part here of. PROPERTY IDENTIFICATION. Street
3. address, including ZIP code and county:
234 Vanilla Drive, Alamo, TX. 78516
Brief Legal Description:
All of Lot 139, Valle Dulce Subdivision Phase II,an Addition to the City of Alamo,Hidalgo Count
together with the appurtenances there unto belonging.

4. EARNEST MONEY DEPOSIT, $ 0.00 (TO BE REFUNDED TO PURCHASER IF THIS OFFER REJECTED OR IF AGENCY CREDIT SALE IS NOT APPROVED) ☐ TO BE REFUNDED TO PURCHASER AT CLOSING ☐ TO BE APPLIED TO CLOSING COSTS, AT CLOSING, WITH ANY BALANCE REFUNDED TO PURCHASER ☐ TO BE APPLIED TO CLOSING COSTS, AT CLOSING, WITH ANY BALANCE APPLIED TO THE PURCHASE PRICE.

5. PRICE: $ 102,742.97 CASH AT CLOSING: $ 0.00, WITH BALANCE OF $ 102,743.97 BY CREDIT SALE (SECURED BY MORTGAGE OR DEED OF TRUST) ACCEPTED BY AGENCY PROVIDING FOR EQUAL 396 INSTALLMENTS OF PRINCIPAL AND INTEREST AT THE AGENCY INTEREST RATE IN EFFECT AS SET FORTH IN RD INSTRUCTION 440.1 (AVAILABLE IN ANY AGENCY OFFICE) AT THE TIME THE APPLICANT IS NOTIFIED THE CREDIT SALE IS APPROVED ☐ WITH ANY BALANCE OF THE LOAN TO BE PAID IN FULL NOT LATER THAN THE _____ ANNIVERSARY OF THE LOAN.

6. CONTINGENCY. If a credit sale is indicated in paragraph 5 above, this contract is contingent upon the Agency approving a credit sale, satisfactory to and in the name of the following party(ies):
Marlon I. Rios and Carolina Lopez de Rios

7. CONVEYANCE. Title is to be taken in the following name and style:

8. SIGNATURE. This contract is signed by one or more of those personally named in paragraph 6 or an authorized party or official of the legal entity named in paragraph 6 (called the Purchaser).

9. OCCUPANCY. Purchaser will close with property ☐ vacant; subject to ☑ Purchaser's own occupancy only; ☐ occupancy by other(s).

10. THE PROPERTY DESCRIBED IN THIS CONTRACT ☑ is ☐ is not subject to taxation while owned by the Government. Taxes will be ☑ paid in full ☐ prorated ~~in accordance with Item H, page 3 of form.~~ by purchaser

11. DEED RESTRICTION. The property ☐ is ☑ is not subject to deed restrictions in accordance with Item O, page 3 of form.

12. SPECIAL STIPULATIONS:

13. The sale shall be closed at Valley Land Title Company within thirty (30) days after indication by the Seller of readiness to close, unless the parties otherwise agree in writing.

**Purchaser has signed this contract on the date shown in paragraph 1, above.**

*Purchaser's Signature*
Marlon Ivan Rios

Type or Print Purchaser's Name

*Purchaser's Signature*
Carolina Rios

Type of Print Purchaser's Name

*Co-Signer's Signature*

Type or Print Co-Signer's Name

ACCEPTED BY THE UNITED STATES OF AMERICA

BY _____
*(Signature)*

*(Type Name and Title of Official)*

*(Agency)*

UNITED STATES DEPARTMENT OF AGRICULTURE

Date Accepted _____

*According to the Paperwork Reduction Act of 1995, no persons are required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0172. The time required to complete this information collection is estimated to average 30 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.*

PURCHASER'S ADDRESS

## BROKER'S CERTIFICATION (IF SOLD THROUGH A REAL ESTATE BROKER)

The undersigned Broker certifies that neither he/she nor anyone authorized to act for him/her has declined to sell the property described herein to or to make it available for inspection or consideration by a prospective purchaser because of race, color, religion, sex, age, handicap, national origin or marital status. The undersigned further acknowledges that no commission, as stated on the notice of real property for sale shall be due or earned until and unless this contract is closed and title has passed to the purchaser herein. Earned commissions will be paid in cash at closing and passing of title only where sufficient cash to cover the commission is paid by purchaser; otherwise commission is paid by the Agency in approximately four weeks after closing.

**NOTE: The broker must sign this certification.**

*(Broker's Signature)*

Broker's Social Security or Employer Identification No.

*(Type or Print Name of Broker)*

*(Co-Broker Signature, if applicable)*

Co-Broker's Social Security or Employer Identification No.

*(Type or Print Name of any Co-Broker)*

THE FOLLOWING CONDITIONS OF SALE ARE AGREED TO BY PURCHASER AND SELLER
BEING THE CONDITIONS OF SALE REFERRED TO IN PARAGRAPH 2, PAGE 1

GENERAL - APPLICABLE TO ALL CONTRACTS EXCEPT AS MODIFIED BY PRIOR PARAGRAPHS

A. Earnest Money Deposit. The earnest money deposit, shall be in the amount set forth in Agency regulations (7 CFR, Part 1955, Subpart C or 7 CFR Part 3550, as appropriate).

B. Deed to the Property. Within thirty (30) days after acceptance of the contract or removal of the contingency of Paragraph 6, page 1 (if applicable), whichever occurs last, the Government shall prepare for the purchaser a quitclaim deed to the property for delivery at the closing. The closing shall occur within thirty (30) days after the Government notifies the purchaser that the sale is ready to be closed. If a credit sale has been approved, the Government will also provide the required promissory note and security instruments. The purchaser shall deliver the executed promissory note and security instruments to the Government at the closing. if the contingency in Paragraph 6 is applicable and the Government disapproves the purchaser's credit, the purchaser shall be notified of the disapproval of credit and the contract shall terminate.

C. Encumbrances or Defects. If the purchaser, before receiving a deed and within thirty (30) days after the Government's acceptance of the bid, submits proof of any encumbrances or title defects, the Government may take any necessary remedial action. If the Government does not elect to exercise the right, the purchaser may, if the encumbrance or title defect affects the marketability of the title, rescind purchaser's purchase obligation and recover all amounts paid by purchaser to the Government on account of the purchase price. However, neither the purchaser nor parties claiming under purchaser shall be entitled, under any circumstances, to recover from the Government any damages, interest, or costs on account of any encumbrance or defect affecting the title of the property. Unless proof of encumbrances or defects, other than any enumerated on Exhibit A, is submitted by the purchaser within the time specified above, any and all encumbrances and defects shall be conclusively presumed waived, and the purchaser and any parties claiming under purchaser shall be forever barred from asserting them against the Government.

D. Abstracts or Title Evidence. The Government is not obligated to furnish any abstracts or other title evidence but will permit purchaser to inspect its title papers at a place selected by, and at no expense to, the Government.

E. Accepting the Property. The purchaser agrees to accept the property as is, in its present condition. No warranty is given on the condition of the property.

F. Loss or Damage to Property. If, through no fault of either party, the property is lost or damaged as a result of fire, vandalism or an act of God between the time of acceptance of the offer and the time the title of the property is conveyed by the Agency, the Agency will reappraise the property. The reappraised value of the property will serve as the amount the Agency will accept from the purchaser. However, if the actual loss, based on reduction in market value as determined by the Agency is less than $500, payment of the full purchase price is required. In the event the two parties cannot agree upon an adjusted price, either party, by mailing notice in writing to the other, may terminate the contract of sale, and the earnest money will be returned to the offeror.

G. Possession Rights. The purchaser will accept the property subject to the rights of any person or persons in possession of or presently occupying the property or claiming a right to occupy the property as indicated in Paragraph 9, page 1.

H. Payment of Taxes. If the property while in Government inventory is subject to taxation, the taxes will be prorated between the Government and the purchaser as of the date title is conveyed. If the property is not subject to taxation while in Government inventory, the purchaser will pay all taxes on the property which become due and payable on or after the date the title of the property is conveyed by the Government.

I. Mineral Rights. The Government will convey to the purchaser all mineral rights to which it has title.

J. Liquidated Damages. If the purchaser fails to comply with any of the terms or conditions hereof, the Government, by mailing notice in writing, may terminate the contract for sale. The earnest money deposit shall be retained by the Government as full liquidated damages except where failure to close is due to non-approval of credit.

K. Representation Regarding Property. Representations or statements regarding the property made by any representative of the Government shall not be binding on the Government or considered as grounds for any claim for adjustment in or rescission of any resulting contract. The purchaser expressly waives any claim for adjustment or rescission based upon any representation or statement not expressly included herein. The Government makes no warranties or representations not set forth in writing herein concerning the condition of title or the permissible uses of the property.

L. Member of Congress. No Member of or Delegate to Congress or Resident Commissioner shall be admitted to any share or part of the contract of which these conditions form a part, or to any benefit that may arise therefrom.

M. Subject to Agency Regulations. All offers and resulting contracts shall be subject to the regulations of the Agency, now or hereafter in effect.

N. Documentary Stamps. The purchaser will be required to purchase and place upon the deed the necessary documentary stamps.

O. Deed Restrictions *(If Applicable)*. This property contains a dwelling unit or units which the Agency has deemed to be inadequate for residential occupancy. The quitclaim deed by which this property will be conveyed to the purchaser will contain a covenant binding the purchasers and the property which will restrict the residential unit(s) on the property from being used for residential occupancy until such time as the dwelling unit(s) is (are) structurally 'sound and habitable, has a potable water supply, has functionally adequate, safe, and operable heating, plumbing, electrical and sewage disposal systems, and meets the Thermal Performance Standards as outlined in Exhibit D, 7 CFR Part 1924, Subpart A, which are the Agency requirements for a residential unit(s) to meet decent, safe, and sanitary standards. This restriction is required by Section 510(e) of the Housing Act of 1949, as amended, 42 U.S.C. § 1480(e).

P. Entire Agreement. This contract contains the final and entire agreement between the parties hereto and they shall not be bound by any terms, conditions, statements, or representations, oral or written, not herein contained.

APPLICABLE TO CREDIT SALES (LOANS BY THE AGENCY) ONLY

Q. Purchaser Financial Information. The purchaser will submit financial information upon request of the Government within 30 days of such request.

R. Security Instruments. Upon closing all deeds and mortgages or other security instruments incident to the sale shall be on Agency forms and shall immediately be filed for record by the Agency at the expense of purchaser.

S. Insurance. To protect the Government's security in any buildings and appurtenances, the purchaser shall carry insurance against loss by fire, windstorm, flood and any other hazards required by the Government. The insurance shall be in an amount and form, and with an insurer, satisfactory to the Government. The original policy with evidence of premium payment shall be delivered to the Government at the time of delivery of the quitclaim deed to the purchaser.

T. Prepayment. The purchaser may pay at any time all or part of the unpaid balance of the purchase price with no prepayment penalty. *(For Multiple Family Housing sales only, the purchaser may be subject to prepayment restrictions of Section 502(c) of the Housing Act of 1949, 42 U.S.C. §1472(c)*

**AI-41375** **Purchasing Department 5. A.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted For: Martha L. Salazar Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

1. Tax Office: Requesting authority to enter into a 12-month maintenance agreement with (CTCR) Cole's The Cash Register Co. for the Tax Office including payment of invoice number 203187 through requisition #244969 for the amount $999.99 year. Company agrees to terms and conditions set fourth by Hidalgo County. Effective upon approval.

2. Acceptance and approval of the continuation of the annual maintenance services renewals through the life term of the item by Tax Office Department including the signing of required documents by County Judge or Court Member.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-15-140-001-0-432

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

BUDGETARY IMPACT:

Amount available for requisition# 244969 as of 11-26-13 $999.99 for CTCR SOLUTIONS INC.

## Attachments

REQUISITION

QUOTE

agreement

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 11/26/2013 03:30 PM |
| Budget & Management | Obdett Calzada | 11/26/2013 04:03 PM |
| Manuel Chapa | Manuel Chapa | 11/27/2013 09:24 AM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Lisa Vela Started On: 10/22/2013 03:00 PM

Final Approval Date: 11/27/2013

# Requisition

Req # 00244969

PO #

Date: 10/07/13

**Bill To:** x
x

**Vendor :** 380709
CTCR SOLUTIONS INC.
DBA: COLE'S THE CASH REGISTER CO.
**1011 W. HARRISON**
HARLINGEN TX 78550
FAX (956)423-9981

**Ship To:** TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

**Contact:** **MARY GARCIA**
**956-289-7472**

**Contract No:**

**Special Instructions:**
C-336

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | VENDOR: CTCR SOLUTIONS INC. DBA: COLE'S THE CASH REGISTER CO.<br>ACCEPTS THE TERMS AND CONDITIONS OF PURCHASE ORDER<br><br>DO NOT DUPLICATE ORDER | | |
| 1.00 | YEAR | MAINTENANCE AGREEMENT FOR THE FOLLOWING EQUIPMENT<br>EFFECTIVE DATES: 10/19/ 2013 TO 10/18.2014<br><br>LOCATION: EDINBURG TAX COLLECTIONS DEPT 2804 S BUS HWY 281 EDINBURG TX 78539<br><br>MAKE: SAMSUNG<br>MODEL: ER-550<br>SERIAL NUMBER: 970310027<br><br>MAKE: EPSON PRINTER<br>MODEL: TM-295<br>SERIAL NUMBER: A8D0045492 | 999.99 | 999.99 |
| 1.00 | YEAR | LOCATION,: WESLACO SUBSTATION 1902 JOE STEPHENS 78596<br><br>MAKE: SAMSUNG<br>MODEL: ER-550<br>SERIAL NUMBER: 9702100434<br><br>MAKE: EPSON PRINTER<br>MODEL: TM-295<br>SERIAL NUMBER: A8D0162082 | .00 | .00 |
| 1.00 | YEAR | LOCATION: ALAMO SUBSTATION 1429 S TOWER RD ALAMO,TX 78516<br><br>MAKE:MAKE: SAMSUNG<br>MODEL: ER-550<br>SERIAL NUMBER: 9703100277<br><br>MAKE: EPSON PRINTER<br>MODEL:TM-295<br>SERIAL NUMBER: AD01663606 | .00 | .00 |
| 1.00 | YEAR | LOCATION: MISSION SUBSTATION 722 N BREYFOGLE MISSION, TX 78572 | .00 | .00 |

**Authorized By:** _____

# Requisition

Req # 00244969

PO #

Date: 10/07/13

**Bill To:** x
x

**Vendor :** 380709
CTCR SOLUTIONS INC.
DBA: COLE'S THE CASH REGISTER CO.
**1011 W. HARRISON**
HARLINGEN TX 78550
FAX (956)423-9981

**Ship To:** TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

**Contact:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | MAKE: SAMSUNG<br>MODEL: ER-550<br>SERIAL NUMBER: 306530165<br><br>MAKE: EPSON PRINTER<br>MODEL: TM-295<br>SERIAL NUMBER: AD0168436 | | |
| 1.00 | YEAR | LOCATION: SAN JUAN SUBSTATION 509 E EARLING RD SAN JUAN, TX 78589<br><br>MAKE: SAMSUNG<br>MODEL: ER-550<br>SERIAL NUMBERS: 7092600824<br><br>MAKE: EPSON PRINTER<br>MODEL: TM-295<br>SERIAL NUMBER: J9KF000824 | .00 | .00 |
| 1.00 | YEAR | LOCATION: EDINBURG AUTO LICENSE DEPT AT 2804 S BUS HWY 281 EDINBURG, TX 78539<br><br>MAKE: SAMSUNG<br>MODEL: ER-550<br>SERIAL NUMBER: 910260072<br><br>MAKE: EPSON PRINTER<br>MODEL: TM-295<br>SERIAL NUMBER: J9LF017607 | .00 | .00 |
| 1.00 | YEAR | LOCATION: PHARR SUBSTATION 300 W HALL ACRES STE C IN PHARR, TX 78577<br><br>MAKE: SAMSUNG<br>MODEL: ER-550<br>SERIAL NUMBER: 910260176<br><br>MAKE: EPSON PRINTER<br>MODEL: TM-295<br>SERIAL NUMBER: J9LF017608 | .00 | .00 |
| 1.00 | | | | .00 |

| Account No | Encumbrance |
|---|---|
| 3-1100-415-15-140-001-0-432 | 999.99 |

**Authorized By:** _____

# Requisition

Req # 00244969

PO #

Date: 10/07/13

**Bill To:** x
x

**Vendor :** 380709

CTCR SOLUTIONS INC.
DBA: COLE'S THE CASH REGISTER CO.
**1011 W. HARRISON**
HARLINGEN TX 78550
FAX (956)423-9981

**Ship To:** TAX ASSESSOR-COLLECTOR
2804 S. BUS. HWY 281
EDINBURG TX 78539-6243

**Contact:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | Freight | .00 |
| | | | Total | 999.99 |

**Authorized By:** _____

# CTCR SOLUTIONS INC.

Req 244969

DBA: Cole's The Cash Register Co.
1011 W. HARRISON HARLINGEN, TX 78550
P: 956-423-4195 F: 956-423-9981

## CONTRACT INVOICE

Invoice Number: 203187
Invoice Date: 10/19/2013

**Bill To:** COUNTY OF HIDALGO
TAX ASSESSOR-COLLECTOR
2804 S. BUS HWY 281
EDINBURG, TX 78539-6243

**Customer:** COUNTY OF HIDALGO
2804 S. BUS HWY 281
EDINBURG , TX 78539-6243

| Account No | Payment Terms | Due Date | Invoice Total | Balance Due |
|---|---|---|---|---|
| CO OF HI | Cur. COD | 10/19/2013 | $999.99 | **$999.99** |

| Contract Number | Contact | P.O. Number | Start Date | Exp. Date | Contract Amount |
|---|---|---|---|---|---|
| 112081-04 | | | 10/19/2013 | 10/18/2014 | $999.99 |

| Notes |
|---|
| |

**Summary:**

| | |
|---|---|
| Contract base rate charge for the 10/19/2013 to 10/18/2014 billing period | $999.99 |
| | $999.99 |

**Detail:**

**Equipment included under this contract**

**MICROS EQUIP/EPSON PRINTER**

| Number | Serial Number | Base Adj. | Location |
|---|---|---|---|
| EQ105869 | J9LF017607 | $0.00 | COUNTY OF HIDALGO 2804 S. BUS HWY 281 EDINBURG, TX 78539-6243 |
| EQ105870 | J9LF017608 | $0.00 | COUNTY OF HIDALGO 2804 S. BUS HWY 281 EDINBURG, TX 78539-6243 |
| EQ105958 | A8D0045492 ** EDINBURG | $0.00 | COUNTY OF HIDALGO 2804 S. BUS HWY 281 EDINBURG, TX 78539-6243 |
| EQ105959 | A8D0162082 ** WESLACO | $0.00 | COUNTY OF HIDALGO 2804 S. BUS HWY 281 EDINBURG, TX 78539-6243 |
| EQ105960 | A8D0166306 ** ALAMO | $0.00 | COUNTY OF HIDALGO 2804 S. BUS HWY 281 EDINBURG, TX 78539-6243 |
| EQ105961 | A8D0183436 **MISSION | $0.00 | COUNTY OF HIDALGO 2804 S. BUS HWY 281 EDINBURG, TX 78539-6243 |
| EQ105962 | J6KF000824 ** SAN JUAN | $0.00 | COUNTY OF HIDALGO 2804 S. BUS HWY 281 EDINBURG, TX 78539-6243 |

**OTHER EQUIP/SAM4 CASH REGISTER**

| Number | Serial Number | Base Adj. | Location |
|---|---|---|---|
| EQ105867 | 0910260072 | $0.00 | COUNTY OF HIDALGO 2804 S. BUS HWY 281 EDINBURG, TX 78539-6243 |
| EQ105868 | 0910260176 | $0.00 | COUNTY OF HIDALGO 2804 S. BUS HWY 281 EDINBURG, TX 78539-6243 |

# CTCR SOLUTIONS INC.

DBA: Cole's The Cash Register Co.
1011 W. HARRISON HARLINGEN, TX 78550
P: 956-423-4195 F: 956-423-9981

## CONTRACT INVOICE

Invoice Number: 203187
Invoice Date: 10/19/2013

**Bill To:** COUNTY OF HIDALGO
TAX ASSESSOR-COLLECTOR
2804 S. BUS HWY 281
EDINBURG, TX 78539-6243

**Customer:** COUNTY OF HIDALGO
2804 S. BUS HWY 281
EDINBURG , TX 78539-6243

| Account No | Payment Terms | Due Date | Invoice Total | Balance Due |
|---|---|---|---|---|
| CO OF HI | Cur. COD | 10/19/2013 | $999.99 | **$999.99** |

**MISC C/R EQUIP/SAMSUNG CASH REGISTER**

| Number | Serial Number | Base Adj. | Location |
|---|---|---|---|
| EQ105953 | 9703100027 ** EDINBURG | $0.00 | COUNTY OF HIDALGO 2804 S. BUS HWY 281 EDINBURG, TX 78539-6243 |
| EQ105954 | 9702100434 ** WESLACO | $0.00 | COUNTY OF HIDALGO 2804 S. BUS HWY 281 EDINBURG, TX 78539-6243 |
| EQ105955 | 9703100277 ** ALAMO | $0.00 | COUNTY OF HIDALGO 2804 S. BUS HWY 281 EDINBURG, TX 78539-6243 |
| EQ105956 | 0306530165 ** MISSION | $0.00 | COUNTY OF HIDALGO 2804 S. BUS HWY 281 EDINBURG, TX 78539-6243 |
| EQ105957 | 07092600824 ** SAN JUAN | $0.00 | COUNTY OF HIDALGO 2804 S. BUS HWY 281 EDINBURG, TX 78539-6243 |

| | |
|---|---|
| Invoice SubTotal | $999.99 |
| Tax: | $0.00 |
| Invoice Total | $999.99 |
| **Balance Due:** | **$999.99** |

**CTCR Solutions**
COLE'S THE CASH REGISTER CO.
1011 W. HARRISON AVENUE
HARLINGEN, TEXAS 78550
Phone (956) 423-4195 Fax (956) 423-9981

Agreement
24496
Pg. 4375

To: County of Hidalgo

Attn: Maria Garcia

To whom it may concern, CTCR Solutions Inc. has agreed to the terms and conditions set fourth by the Hidalgo Country Tax Office in regards to maintenance contract for cash registers. If you have any questions or concerns please don't hesitate to call (956) 423-4195 or email.

I would also like to take this opportunity to thank you for your business.

Sincerely,

Maribel Vasquez
Acct. Receivables

# 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-41690** **Purchasing Department 5. B.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted For: Martha Salazar Submitted By: Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications/requirements, legal notice, draft requirement agreement etc.) as attached hereto for: Hidalgo County Health and Human Services Department- "Funeral and Burial Services for Hidalgo County Qualified Indigent Families" RFB No.: 2014-008-00-00-SGS. Including the re-advertising of project in the event No Bids responses are received and/or rejected and project is still required.

BACKGROUND

1. Current contract expires on : February 28, 2014
2. New contract will commence on : March 01, 2014
3. Proposed schedule of events:
   1st advertisement: December 07, 2013
   2nd advertisement: December 14, 2013
   Bid Opening Date: December 26, 2013

Ref requisition # 247373 for advertisement

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-444-00-240-002-0-345

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

BUDGETARY IMPACT:

HHSD- project for fiscal year 2014 - will be on an "as needed basis".

## Attachments

Memo, Specs, Legal Notice ,draft & approval

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 11/26/2013 03:34 PM |
| Budget & Management | Obdett Calzada | 11/26/2013 04:03 PM |
| Manuel Chapa | Manuel Chapa | 11/27/2013 09:45 AM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Sandy Suarez Started On: 11/06/2013 03:28 PM

Final Approval Date: 11/27/2013

# PURCHASING DEPARTMENT
County Of Hidalgo

## MEMORANDUM
**(Specifications)**

**TO:** **Eddie Olivarez, Chief Admintraive Officer**
**Health and Human Services Department**

**ATTN:** **Dairen Sarmiento** **via email:** darien.sarmiento@hchd.org

**FROM:** **Sandy Suarez, Buyer II**
**Hidalgo County Purchasing Department**

**DATE:** **October 14, 2013**

**RE:** **Approval of Specifications For: Hidalgo County – "Funeral and Burial Services for H. C. Qualified Indigent Families" - RFB No. 2014-008-00-00-SGS**

Please review the following SPECIFICATIONS and verify if all requirements are met by signing below and indicating APPROVE (or) DISAPPROVE. If the Specifications are NOT met, make any and all modifications necessary in order to meet your specificaitons and return the revised copy to the designated Buyer in the Purchasing Department.

Please return Memorandum by no later than due date indicated below.

If you have any questions, please call me at (956) 318-2626 ext# 4860.

| | |
|---|---|
| APPROVE ☐ | DISAPPROVE ☐ |
| APPROVE WITH MODIFICATIONS ☑ | |

Funds Availability: ✓ YES / _____ NO/_____

Other (Specify) _____

Budget Account No.: 1100- 444 - 00 - 240 - 002 - 0 - 345

| SIGNATURE | PRINTED NAME | DEPARTMENT | DATE |
|---|---|---|---|
| | Dairen Sarmiento | Human Services 240-002 | 10/18/13 |

SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandy.suarez@co.hidalgo.tx.us by no later than **Monday, October 21, 2013 @ 3:00 P.M.**

Enclosures

EXHIBIT "A"
HIDALGO COUNTY
FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
RFB NO.: 2014-008-00-00-SGS

**SCOPE:** The County of Hidalgo is seeking a provider for "Funeral & Burial Services for Hidalgo County Qualified Indigent Families", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid. This RFB seeks to solicit interested parties who can bid on the entire process of providing the needed services for a simple yet dignified interment of indigent county residents on a unit basis.

The Hidalgo County Health and Human Services Department is the County's agency designated to coordinate "Funeral and Burial Services" for Hidalgo County's qualified indigent families. Before payment will be made by Hidalgo County, the contractor shall refer families and/or representatives of the deceased to the **Hidalgo County Health and Human Services, Attn: Dairen Sarmiento, 1304 S. 25th Avenue, Edinburg, Texas** 78542 ~~78539,~~ and/or to the locations listed in Attachment "A" for the application screening process Monday through Friday 8:00 a.m. – 5: 00 p.m. The Health and Human Services Department ~~chief~~ Director or designated agent shall give a voucher to the contractor to claim the body and prepare it for possible burial. When a burial occurs, the unit pricing includes a casket, funeral service and graveside services.

**LICENSE(S)/CERTIFICATION:**

Bidder must provide copies of the following licenses as per Texas Occupations Code, Sec. 651-253 General License Requirements.

A) Funeral Director License
B) Establishment Licenses
C) Any certifications required by law to conduct such services with the bid in order to be considered for award.

**VOLUME:**

The annual estimated quantities contained as part of this bid packet are based on Hidalgo County Health and Human Services Department records for the ~~year 2009~~. All services will be on an **"AS NEEDED BASIS ONLY"** and there is no guarantee of annual volume. 2012

| **Annual Estimated Quantities for the Year ~~2009~~ 2012** | | | |
|---|---|---|---|
| **Description:** Traditional **Funeral Services** | **Description:** Traditional **Burial Services** with Burial Plot Marker (Single burial plot) | **Description:** Cremations & Internment of Cremated Remains | |
| Adults (12 years and over) and Child (4-11 Years) ~~68~~ 34 Infant (0-3 years) ~~58~~ 19 | Adults (12 years and over) and Child (4-11 years) ~~55~~ 47 | Adults (12 Years and over) ~~54~~ Infants (0-11 Years) ~~11~~ Internment of Cremated Remains | 44 12 |

## OPTION "A"
### CREMATION OR TRADITIONAL FUNERAL SERVICES

**SPECIFICATIONS:**

The following Schedule provides specifications to be followed for Funeral Services:

a) **REMOVABLE OF THE BODY**: The Contractor will provide for removal of the Decedent's body from place of death within Hidalgo County by Hidalgo County contract awarded vendor.

b) **FUNERAL DIRECTOR:** The decedent, at all times, shall be attended by, and interred, or buried, in the presence of a Funeral Director licensed under the laws of the State of Texas. A copy of Funeral Director License must be included. The contractor must be a licensed funeral home establishment according to Texas Statute 651.351.

c) **NEXT OF KIN:** At the request of "Next of Kin", any other licensed Funeral Director may claim a body from the awarded Contractor. A family member must sign a release, allowing the Contractor to relinquish the body to the preferred funeral home. The family will then be liable for any and all expenses incurred by the Contractor.

d) **ABSENCE OF NEXT OF KIN OR FAMILY:** In this event, the Contractor must obtain a statement from the Pathologist or Hospital/Healthcare facility that attempts were made to contact family to no avail and that the deceased appears to be indigent. A minimum of 72 hours for a response from the next of kin is required. An affidavit of fact properly made out and sworn to by the Funeral Director will be attached to the invoice for services. In cases of unclaimed bodies, the Contractor will be directed to provide a traditional burial as the method of disposition

e) **PREPARATION OF DECEDENT**: The body of the deceased shall be clean, groomed and placed in the casket and shall be dressed in a new burial robe and new hose made for the sex of the deceased.

f) **EMBALMING:** It is understood that embalming is not specifically required by law or applicable industry standards in every case prior to burial; however, any body held for more than 24 hours after death must either be maintained at a specified temperature, as required by law or applicable industry standards, or embalmed by a licensed embalmer. If embalming occurs other than as required herein, it is at the discretion of the Contractor and with the approval of the legal Next of Kin (If applicable). Consent must be acquired by the Funeral Home, as required by local, state and federal law. Refrigeration costs are included in the contracted price and no additional reimbursements to the Contractor for the embalming will be made by the County.

g) **VIEWING TIME:** A minimum of two (2) hours of viewing time must be given to the family or representatives of the deceased in the designated chapel of the Contractor.

h) **VIEWING SERVICE:** Religious services may be held at the request of the family of the decedent during the two (2) hours of viewing time the religious service may be conducted by a religious organization free of charge to the family or representatives of the deceased. Any religious services held shall be at no additional cost to the County.

i) **CASKET:** The body shall be interred, or buried, in a new casket of the same general appearance and size as standard caskets, made from good quality wood or metal, thickness of materials to be one inch before surfacing, padded on inside and covered completely on all surfaces with cloth and shall have two handles attached to each side for a minimum of four handles.

j) **FUNERAL PROCEDURE:** The entire funeral procedure, from the time the body is retrieved by the Contractor until the body is transported to a cemetery or in the case of cremation taken to a crematory shall be subject to inspection at any or all of the time by the County. The Contractor must notify Hidalgo County Human and Health Services Department, Attn: Dairen Sarmiento, Director, with the proper time and place of burial. The Director or any of his/her personnel may conduct inspection(s) of said services.

k) **TRANSPORTATION TO THE CEMETARY:** The body shall be transported from the establishment of the Contractor to the grave site in a conventional type hearse. The burial shall be performed and attended by at least one licensed funeral director and one Contractor employee, and the casket shall be transported by no fewer than two (2) of the Contractor employees with the same dignity, decorum and solemnity to the grave as is conventional at other funerals.

l) **VEHICLE/HEARSE** must include cost to pick up bodies within Hidalgo County and transport to a cemetery contractor within Hidalgo County. **Must include a list of vehicles to be used to provide this service along with vehicle insurance documentation (vehicle schedule).**

m) **CREMATIONS:** If the family has no reservations concerning cremation, Hidalgo County may suggest cremation as a cost reduction measure. However, cremation will not be required if the family objects. The Contractor is responsible for providing the cremation tray and crematory services. In the case of cremation, a direct cremation will be provided there will be no viewing, or services. The Contractor must notify the next of kin or representative when cremation remains are available for retrieval or interment. Cremated remains shall be given to the next of kin or representative ~~or inurned in a grave, crypt or niche~~ not later than the 30th day after the date of cremation. The cremation remains will be placed in a standard box container provided by the Crematory. The Contractor is **not** responsible for providing an urn. ↖ remove

n) **DEATH CERTIFICATES:** Reports of death shall be obtained from the proper authorities as prescribed by the Texas Health and Safety Code Section 191.002 et. seq. These instruments, properly approved, must be available at the time of the interment or cremation. A CERTIFICATE OF BIRTH AND A CERTIFICATE OF DEATH SHALL NOT BE REQUIRED FOR A CHILD THAT HAS NOT ADVANCED TO THE 40TH WEEK IF INTRA-UTERINE GESTATION.

o) **SUBSTITION AND/OR ADDITIONAL SERVICES:** The County contract must be strictly adhered to if the body is to be processed and services paid by the County. Hidalgo County Health and Human Services Department **shall not** be liable for additional services not called for by the contract; both the funeral and burial services would then be treated as private service and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private service

p) **PAYMENT:** Before Hidalgo County Health and Human Services makes payment to the contractor, the contractor shall furnish an itemized invoice for services, and an affidavit, properly sworn to, stating that these specifications have been strictly adhered to, and that contractor has not received, and will not receive, any money or other type compensation form any party for the services for which the Hidalgo County Health and Human Services Department is paying.

Q. Religious Exceptions: Any additional costs for additional services that maybe required in order to comply with the deceased's religious beliefs and practices shall become the responsibility of the deceased's next of kin.

## OPTION "B"
### BURIAL SERVICES

**SPECIFICATIONS:**
The following Schedule provides specifications to be followed for Burial Services:

1. **BURIAL SCHEDULE:** Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.

2. **GRAVE:** Burial shall be in a grave provided in a cemetery. Contractor is required to open and close the grave as appropriate.

3. **BURIAL PROCEDURE:** The entire burial procedure, from the time the body is taken in charge by the Contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

4. **GRAVESIDE SERVICE:** Religious services shall be held at the request of the family of the deceased, or where there is no family, the religious service may be conducted by a minister. Any religious services held shall be at no additional cost to the County.

5. **FUNERAL DIRECTOR:** No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial. A copy of Funeral Director License must be included. The contractor must be a licensed funeral home establishment according to Texas Statute 651.351.

6. **BURIAL PLOTS:** All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (No mounding). **Perpetual care is not required.**

7. **SUBSTITUTIONS AND/OR ADDITIONAL SERVICES:** The County contract must be strictly adhered to if the body is to be processed and services paid for by the County. If the next of kin or representative desires a different coffin or additional services not called for by the contract, both the funeral and burial services would then be treated as private services and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private services.

EXHIBIT "A"
HIDALGO COUNTY
FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
RFB NO.: 2014-008-00-00-SGS

## TERMS, CONDITIONS AND REQUIREMENTS

1) The term of the contract is for a period of two (2) year with the County's option to renew for an additional one (1) year under the same rates, terms and conditions.

2) Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for next contract term.

3) Hidalgo County may award the bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

4) **Hidalgo County** reserves the right to hold bids for a period of ninety (90) days after bid opening without taking action and to award the bid considered the most advantageous to the County.

5) Evaluation of bids: All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

6) Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

7) Any contract awarded to successful bidder will be in effect unil: a) the contract expires. b) Delivery aceptance of products and/or performance of services ordered, or c) terminated by County with thirty (30) days written notice prior to the cancellation.

8) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicatlities or to accept the bid considered the best and most advantage to the County.

9) After bid is awarded and low bidder(s) defaults in meeting the general insturctions to bidders and/or comply with contract agrement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and/all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL: sandy.suarez@co.hidalgo.tx.us or via FACSIMILE (956) 292-7612 BY NO LATER THAN Wednesday, Month 00, 2013 at 5:00 P.M. Responses will be sent to all applicants via facsimile or email by Friday, Month 00, 2013 by 5:00 P.M. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**Attachment "A"**
**"APPLICATION LOCATION LIST"**
**HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
**COUNTY INDIGENT HEALTH CARE PROGRAM**
1304 S. 25TH Avenue
Edinburg, TX 78539
Tel: (956) 318-2011 Fax Office: (956) 318-2019 Billing Fax: (956) 318-2018

## HEALTH CLINICS

**Edinburg Health Clinic**
3105 East Richardson (Schunior) Rd
Edinburg, TX 78539
Tel: (956) 318-2087 or (956) 318-2088
Fax: (956) 383-3478
*Norma Saldana – Eligibility Specialist*
*Miriam Gonzalez-Eligibility Specialist*
*Cassandra Ortiz-Eligibility Clerk*

←NEXT TO HEAD START

**McAllen Health Clinic**
300 East Hackberry
McAllen, TX 78501
Tel: (956) 682-0824 or (956) 682-1473 Fax: (956) 682-2016
*Mayra Cantu-Eligibility Specialist*
*Joe Garcia – Eligibility Specialist*
*Leticia Herrera – Eligibility Clerk*

←ACROSS MEMORIAL HIGH SCHOOL

**Mission Health Clinic**
211 North Schuerbach Rd
Mission, TX 78572
Tel: (956) 581-8596 or (956) 581-9290
Fax: (956)581-9459
*Juan Moreno- Eligibility Specialist*
*Jorge E. Garcia- Eligibility Specialist*
*Leticia Martinez – Eligibility Clerk*

←TIERRA DORADA

**Weslaco Health Clinic**
1901 North Bridge
Weslaco, TX 78596
Tel: (956) 969-4700 or (956) 969-8071
Fax: (956) 969-8268
*Xavier Garcia-Eligibility Specialist*
*Carmen Benavidez-Eligibility Clerk*

←NEXT TO NORTHBRIDGE ELEMENTARY

Pharr Health Clinic
300 West Hall Acres
Pharr, Tx 78577
Tel: (956) 784-3580
~~781-3980~~
Fax: (956) 787-1254

## HOSPITALS

**Edinburg Regional Medical Center**
1102 West Trenton Rd.
Edinburg, TX 78541
Tel: (956) 388-6704
Fax: (956) 388-6025
*Gloria Ureste-Eligibility Specialist*

**McAllen Medical Center**
301 West Expressway 83
McAllen, TX 78503
Tel: (956) 971-5645
Fax: (956) 971-5839
*Maricela Cerda- Eligibility Specialist*

**Mission Hospital**
9006 South Bryan Rd, Suite #103
Mission, TX 78572
Tel: (956) 323-1980
Fax: (956) 323-1937
*Ana Salinas – Eligibility Specialist*

**Knapp Medical Center**
1401 East 8th Street
Weslaco, TX 78596
Tel: (956) 969-5587
Fax: (956) 969-5338
*Laura Villa – Eligibility Specialist*

**Rio Grande Regional Hospital**
222 East Ridge, Suite #118
McAllen, TX 78503
Tel: (956) 632-6586
Fax: (956) 632-6555
*Anna B. Rios – Eligibility Specialist*

**Doctor's Hospital @ Renaissance**
5501 South McColl (Wellness Center)
Edinburg, TX 78539
Tel: (956) 362-~~2427~~ 6586
Fax: (956) 362-2478
*Juan Rodriguez – Eligibility Specialist*

EXHIBIT "A"
HIDALGO COUNTY
FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
RFB NO.: 2014-008-00-00-SGS

## OPTION "A"
### CREMATION OR TRADITIONAL FUNERAL SERVICES

**SPECIFICATIONS:**

The following Schedule provides specifications to be followed for Funeral Services:

a) **REMOVABLE OF THE BODY**: The Contractor will provide for removal of the Decedent's body from place of death within Hidalgo County by Hidalgo County contract awarded vendor.

b) **FUNERAL DIRECTOR:** The decedent, at all times, shall be attended by, and interred, or buried, in the presence of a Funeral Director licensed under the laws of the State of Texas. A copy of Funeral Director License must be included. The contractor must be a licensed funeral home establishment according to Texas Statute 651.351.

c) **NEXT OF KIN:** At the request of "Next of Kin", any other licensed Funeral Director may claim a body from the awarded Contractor. A family member must sign a release, allowing the Contractor to relinquish the body to the preferred funeral home. The family will then be liable for any and all expenses incurred by the Contractor.

d) **ABSENCE OF NEXT OF KIN OR FAMILY:** In this event, the Contractor must obtain a statement from the Pathologist or Hospital/Healthcare facility that attempts were made to contact family to no avail and that the deceased appears to be indigent. A minimum of 72 hours for a response from the next of kin is required. An affidavit of fact properly made out and sworn to by the Funeral Director will be attached to the invoice for services. In cases of unclaimed bodies, the Contractor will be directed to provide a traditional burial as the method of disposition or cremation if ordered by a justice of the peace. The cremation remains will be ~~to~~ kept with the County.

e) **PREPARATION OF DECEDENT**: The body of the deceased shall be clean, groomed and placed in the casket and shall be dressed in a new burial robe and new hose made for the sex of the deceased.

f) **EMBALMING:** It is understood that embalming is not specifically required by law or applicable industry standards in every case prior to burial; however, anybody held for more than 24 hours after death must either be maintained at a specified temperature, as required by law or applicable industry standards, or embalmed by a licensed embalmer. If embalming occurs other than as required herein, it is at the discretion of the Contractor and with the approval of the legal Next of Kin (If applicable). Consent must be acquired by the Funeral Home, as required by local, state and federal law. Refrigeration costs are included in the contracted price and no additional reimbursements to the Contractor for the embalming will be made by the County.

g) **VIEWING TIME:** A minimum of two (2) hours of viewing time must be given to the family or representatives of the deceased in the designated chapel of the Contractor.

h) **VIEWING SERVICE:** Religious services may be held at the request of the family of the decedent during the two (2) hours of viewing time the religious service may be conducted by a religious organization free of charge to the family or representatives of the deceased. Any religious services held shall be at no additional cost to the County.

i) **CASKET:** The body shall be interred, or buried, in a new casket of the same general appearance and size as standard caskets, made from good quality wood or metal, thickness of materials to be one inch before surfacing, padded on inside and covered completely on all surfaces with cloth and shall have two handles attached to each side for a minimum of four handles.



Revised 11/01/13 add on!

contain Protected Health Information under the Federal Health Insurance Portability and Accountability Act (HIPAA). If the receiver of this email is a Covered Entity under the regulations, you are obligated to treat this information accordingly. If this email was sent to you in error, you are prohibited from utilizing or disseminating this email or any attachments. Please immediately delete it from your computer system and notify the sender of their error.

---- Original Message ----
From: "Sandy Suarez" <sandy.suarez@co.hidalgo.tx.us>
Sent: 10/22/2013 10:27:32 AM
To: "Dairen Sarmiento" <dairen.sarmiento@hchd.org>
Subject: Re: Hidalgo County - "Funeral and Burial Services for H.C. Qualified Indigent Families" - RFB 2014-008 - Memorandum of Approval & Specifications

Good Morning Dairen,

We will have legal review the language. I need a favor please, I over-looked additional lines on the chart for the Annual Estimated Quantities for 2012. ( the line had moved up and I hadn't realized it). I'm attaching it so you can modify the number of * infants, under the middle section for the Traditional Burial Services w/ plot marker and also in the Cremations &Interment section the last line for
* Internment of Cremated Remains. Highlighted in **red**, are the changes already made.

Sorry the the inconveniences.

Thank you,
Sandy

EXHIBIT "A"
HIDALGO COUNTY
FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
RFB NO.: 2014-008-00-00-SGS

**SCOPE:** The County of Hidalgo is seeking a provider for "Funeral & Burial Services for Hidalgo County Qualified Indigent Families", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid. This RFB seeks to solicit interested parties who can bid on the entire process of providing the needed services for a simple yet dignified interment of indigent county residents on a unit basis.

The Hidalgo County Health and Human Services Department is the County's agency designated to coordinate "Funeral and Burial Services" for Hidalgo County's qualified indigent families. Before payment will be made by Hidalgo County, the contractor shall refer families and/or representatives of the deceased to the **Hidalgo County Health and Human Services, Attn: Dairen Sarmiento, 1304 S. 25th Avenue, Edinburg, Texas 78539,** and/or to the locations listed in Attachment **"A"** for the application screening process Monday through Friday 8:00 a.m. – 5: 00 p.m. The Health and Human Services Department chief or designated agent shall give a voucher to the contractor to claim the body and prepare it for possible burial. When a burial occurs, the unit pricing includes a casket, funeral service and graveside services.

**LICENSE(S)/CERTIFICATION:**

Bidder must provide copies of the following licenses as per Texas Occupations Code, Sec. 651-253 General License Requirements.

A) Funeral Director License
B) Establishment Licenses
C) Any certifications required by law to conduct such services with the bid in order to be considered for award.

**VOLUME:**

The annual estimated quantities contained as part of this bid packet are based on Hidalgo County Health and Human Services Department records for the **year 2009.** All services will be on an **"AS NEEDED BASIS ONLY"** and there is no guarantee of annual volume.

| **Annual Estimated Quantities for the Year 2009** | | |
|---|---|---|
| **Description:** Traditional **Funeral Services** | **Description:** Traditional **Burial Services** with Burial Plot Marker (Single burial plot) | **Description:** Cremations & Internment of Cremated Remains |
| Adults (12 years and over) and Child (4-11 Years) **68** Infant (0-3 years) **53** | Adults (12 years and over) and Child (4-11 years) **55** #Infant (0-3 years) **49** | Adults (12 Years and over) **54** Infants (0-11 Years) **11** #Internment of Cremated Remains **0** |

# EXHIBIT "A"
# HIDALGO COUNTY
# FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
# RFB NO.: 2014-008-00-00-SGS

**SCOPE:** The County of Hidalgo is seeking a provider for "Funeral & Burial Services for Hidalgo County Qualified Indigent Families", with strict responsible adherence with all specifications and/or requirements contained herein with the bidder submitting the lowest and complying bid. This RFB seeks to solicit interested parties who can bid on the entire process of providing the needed services for a simple yet dignified interment of indigent county residents on a unit basis.

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**VOLUME:**

The annual estimated quantities contained as part of this bid packet are based on Hidalgo County Health and Human Services Department records for the [redacted] 2012. All services will be on an **"AS NEEDED BASIS ONLY"** and there is no guarantee of annual volume.

| **Annual Estimated Quantities for the Year 2012** | | |
|---|---|---|
| **Description:** Traditional **Funeral Services** | **Description:** Traditional **Burial Services** with Burial Plot Marker (Single burial plot) | **Description:** Cremations & Internment of Cremated Remains |
| Adults (12 years and over) and Child (4-11 Years) 34 Infant (0-3 years) 19 | Adults (12 years and over) 28 and Child (0-11 years) ~~17~~ 19 [redacted] | Adults (12 Years and over) 44 Infants (0-11 Years) 12 Internment of Cremated Remains 0 |

11/25/13 After further discussion it was agreed that the funeral & burial services should be together & not an Option A or B. Corrections. Titles were removed.



Spoke with Ms. Dairen Sarmiento- Sandy Suarez

REVISED EXHIBIT "A"
HIDALGO COUNTY
FUNERAL & BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"
RFB NO.: 2014-008-00-00-SGS

**SCOPE:** The County of Hidalgo is seeking a provider for "Funeral & Burial Services for Hidalgo County Qualified Indigent Families", with strict responsible adherence to all specifications and/or requirements contained herein, but not limited too; and with the bidder submitting the lowest and complying bid. This RFB seeks to solicit interested parties who can bid on the **entire process** of providing the needed services for a simple yet dignified interment of indigent county residents on a unit basis.

The Hidalgo County Health and Human Services Department is the County's agency designated to coordinate "Funeral and Burial Services" for Hidalgo County's qualified indigent families. Before payment will be made by Hidalgo County, the contractor shall refer families and/or representatives of the deceased to the **Hidalgo County Health and Human Services, Attn: Dairen Sarmiento, 1304 S. 25th Avenue, Edinburg, Texas 78542,** and/or to the locations listed in Attachment **"A"** for the application screening process Monday through Friday 8:00 a.m. – 5: 00 p.m. The Health and Human Services Department Director or designated agent shall give a voucher to the contractor to claim the body and prepare it for possible burial. When a burial occurs, the unit pricing includes a casket, funeral service and graveside services.

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C) Any certifications required by law to conduct such services with the bid in order to be considered for award.

**VOLUME:**

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| **Annual Estimated Quantities for the Year 2012** | | |
|---|---|---|
| **Description:** Traditional **Funeral Services** | **Description:** Traditional **Burial Services** with Burial Plot Marker (Single burial plot) | **Description:** Cremations & Internment of Cremated Remains |
| Adults (12 years and over) and Child (4-11 Years) **34** Infant (0-3 years) **19** | Adults (12 years and over) **28** Child **(0**-11 years) **19** | Adults (12 Years and over) **44** Infants (0-11 Years) **12** Internment of Cremated Remains **0** |

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## CREMATION OR TRADITIONAL FUNERAL SERVICES

**SPECIFICATIONS:**

The following Schedule provides specifications to be followed for Funeral Services:

**a)** **REMOVABLE OF THE BODY**: The Contractor will provide for removal of the Decedent's body from place of death within Hidalgo County by Hidalgo County contract awarded vendor.

**b)** **FUNERAL DIRECTOR:** The decedent, at all times, shall be attended by, and interred, or buried, in the presence of a Funeral Director licensed under the laws of the State of Texas. A copy of Funeral Director License must be included. The contractor must be a licensed funeral home establishment according to Texas Statute 651.351.

**c)** **NEXT OF KIN:** At the request of "Next of Kin", any other licensed Funeral Director may claim a body from the awarded Contractor. A family member must sign a release, allowing the Contractor to relinquish the body to the preferred funeral home. The family will then be liable for any and all expenses incurred by the Contractor.

**d)** **ABSENCE OF NEXT OF KIN OR FAMILY:** In this event, the Contractor must obtain a statement from the Pathologist or Hospital/Healthcare facility that attempts were made to contact family to no avail and that the deceased appears to be indigent. A minimum of 72 hours for a response from the next of kin is required. An affidavit of fact properly made out and sworn to by the Funeral Director will be attached to the invoice for services. In cases of unclaimed bodies, the Contractor will be directed to provide a traditional burial as the method of disposition or cremation if ordered by a Justice of the Peace. The creamation remains will be kept with the County.

**e)** **PREPARATION OF DECEDENT**: The body of the deceased shall be clean, groomed and placed in the casket and shall be dressed in a new burial robe and new hose made for the sex of the deceased.

**f)** **EMBALMING:** It is understood that embalming is not specifically required by law or applicable industry standards in every case prior to burial; however, any body held for more than 24 hours after death must either be maintained at a specified temperature, as required by law or applicable industry standards, or embalmed by a licensed embalmer. If embalming occurs other than as required herein, it is at the discretion of the Contractor and with the approval of the legal Next of Kin (If applicable). Consent must be acquired by the Funeral Home, as required by local, state and federal law. Refrigeration costs are included in the contracted price and no additional reimbursements to the Contractor for the embalming will be made by the County.

**g)** **VIEWING TIME:** A minimum of two (2) hours of viewing time must be given to the family or representatives of the deceased in the designated chapel of the Contractor.

**h)** **VIEWING SERVICE:** Religious services may be held at the request of the family of the decedent during the two (2) hours of viewing time the religious service may be conducted by a religious organization free of charge to the family or representatives of the deceased. Any religious services held shall be at no additional cost to the County.

**i)** **CASKET:** The body shall be interred, or buried, in a new casket of the same general appearance and size as standard caskets, made from good quality wood or metal, thickness of materials to be one inch before surfacing, padded on inside and covered completely on all surfaces with cloth and shall have two handles attached to each side for a minimum of four handles.

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**j)** **FUNERAL PROCEDURE:** The entire funeral procedure, from the time the body is retrieved by the Contractor until the body is transported to a cemetery or in the case of cremation taken to a crematory shall be subject to inspection at any or all of the time by the County. The Contractor must notify Hidalgo County Human and Health Services Department, Attn: Dairen Sarmiento, Director, with the proper time and place of burial. The Director or any of his/her personnel may conduct inspection(s) of said services.

**k)** **TRANSPORTATION TO THE CEMETARY:** The body shall be transported from the establishment of the Contractor to the grave site in a conventional type hearse. The burial shall be performed and attended by at least one licensed funeral director and one Contractor employee, and the casket shall be transported by no fewer than two (2) of the Contractor employees with the same dignity, decorum and solemnity to the grave as is conventional at other funerals.

**l)** **VEHICLE/HEARSE** must include cost to pick up bodies within Hidalgo County and transport to a cemetery contractor within Hidalgo County. **Must include a list of vehicles to be used to provide this service along with vehicle insurance documentation (vehicle schedule).**

**m)** **CREMATIONS:** If the family has no reservations concerning cremation, Hidalgo County may suggest cremation as a cost reduction measure. However, cremation will not be required if the family objects. The Contractor is responsible for providing the cremation tray and crematory services. In the case of cremation, a direct cremation will be provided there will be no viewing or services. The Contractor must notify the next of kin or representative when cremation remains are available for retrieval or interment. Cremated remains shall be given to the next of kin or representative not later than the 30th day after the date of cremation. The cremation remains will be placed in a standard box container provided by the Crematory. The Contractor is **not** responsible for providing an urn.

**n)** **DEATH CERTIFICATES:** Reports of death shall be obtained from the proper authorities as prescribed by the Texas Health and Safety Code Section 191.002 et. seq. These instruments, properly approved, must be available at the time of the interment or cremation. A CERTIFICATE OF BIRTH AND A CERTIFICATE OF DEATH SHALL NOT BE REQUIRED FOR A CHILD THAT HAS NOT ADVANCED TO THE 40TH WEEK IF INTRA-UTERINE GESTATION.

**o)** **SUBSTITION AND/OR ADDITIONAL SERVICES:** The County contract must be strictly adhered to if the body is to be processed and services paid by the County. Hidalgo County Health and Human Services Department **shall not** be liable for additional services not called for by the contract; both the funeral and burial services would then be treated as private service and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private service

**p)** **PAYMENT:** Before Hidalgo County Health and Human Services makes payment to the contractor, the contractor shall furnish an itemized invoice for services, and an affidavit, properly sworn to, stating that these specifications have been strictly adhered to, and that contractor has not received, and will not receive, any money or other type compensation form any party for the services for which the Hidalgo County Health and Human Services Department is paying.

**q)** **RELIGIOUS EXCEPTIONS:** Any additional costs for additional services that maybe required in order to comply with the deceased's religious beliefs and practices shall become the responsiblitiy of the deceased next of kin.

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## BURIAL SERVICES

**SPECIFICATIONS:**
The following Schedule provides specifications to be followed for Burial Services:

1. **BURIAL SCHEDULE:** Burial shall take place between Monday through Friday between 8:00 a.m. and 5:00 p.m.

2. **GRAVE:** Burial shall be in a grave provided in a cemetery. Contractor is required to open and close the grave as appropriate.

3. **BURIAL PROCEDURE:** The entire burial procedure, from the time the body is taken in charge by the Contractor, until the grave is covered and completed, shall be subject to inspection at any or all times by the County.

4. **GRAVESIDE SERVICE:** Religious services shall be held at the request of the family of the deceased, or where there is no family, the religious service may be conducted by a minister. Any religious services held shall be at no additional cost to the County.

5. **FUNERAL DIRECTOR:** No burial shall be performed unless the funeral director of the Contractor, caretaker of the cemetery or his designated representative is present at all times during the burial. A copy of Funeral Director License must be included. The contractor must be a licensed funeral home establishment according to Texas Statute 651.351.

6. **BURIAL PLOTS:** All adults, children and infants will be buried in single burial plots. If cemetery regulations allow, adults may be placed in multiple burial plots of three (3) to a plot. The top of the coffin shall be not less than eighteen (18) inches (or to conform to current Texas Law) below the natural surface of the ground after burial. The mound shall be properly and systematically smoothed off with the surface of the ground (no mounding) with a plot marker. **Perpetual care is not required.**

7. **SUBSTITUTIONS AND/OR ADDITIONAL SERVICES:** The County contract must be strictly adhered to if the body is to be processed and services paid for by the County. If the next of kin or representative desires a different coffin or additional services not called for by the contract, both the funeral and burial services would then be treated as private services and the County would not be involved nor would it be liable for any costs. In this case, Hidalgo County must be notified by Contractor in writing within 24 hours of decision for private services.

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## TERMS, CONDITIONS AND REQUIREMENTS

1) The term of the contract is for a period of two (2) year with the County's option to renew for an additional one (1) year under the same rates, terms and conditions.

2) Hidalgo County reserves the right to extend this bid award for an additional sixty (60) day grace period at the end of the contract term due to unforeseen delay in the award of the new bid for next contract term.

3) Hidalgo County may award the bid to one bidder or to multiple bidders if the County determines it is in the best interest to do so.

4) **Hidalgo County** reserves the right to hold bids for a period of ninety (90) days after bid opening without taking action and to award the bid considered the most advantageous to the County.

5) Evaluation of bids: All bids shall be evaluated on all factors including but not limited to price, qualification of vendor and ability of vendor to render services, etc., and any other factors considered to be in the best interest of Hidalgo County.

6) Insurance Certificates as per Exhibit "C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder(s).

7) Any contract awarded to successful bidder will be in effect unil: a) the contract expires. b) Delivery aceptance of products and/or performance of services ordered, or c) terminated by County with thirty (30) days written notice prior to the cancellation.

8) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicatlities or to accept the bid considered the best and most advantage to the County.

9) After bid is awarded and low bidder(s) defaults in meeting the general insturctions to bidders and/or comply with contract agrement, Hidalgo County reserves the right to seek services from the next low bidder. In such event, County shall charge the successful bidder the difference for any additional cost of such item.

DRAFT

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and/all questions, inquiries and clarifications regarding the RFB's be addressed to Martha L. Salazar, CPPB, Hidalgo County Purchasing Agent, 2812 S. Bus. Hwy. 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL: sandy.suarez@co.hidalgo.tx.us or via FACSIMILE (956) 292-7612 BY NO LATER THAN Wednesday, Month 00, 2013 at 5:00 P.M. Responses will be sent to all applicants via facsimile or email by Friday, Month 00, 2013 by 5:00 P.M. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

DRAFT

**Attachment "A"**

**"APPLICATION LOCATION LIST"**

**HIDALGO COUNTY HEALTH AND HUMAN SERVICES**
**COUNTY INDIGENT HEALTH CARE PROGRAM**

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Fax: (956) 323-1937

**Knapp Medical Center**
1401 East 8th Street
Weslaco, TX 78596
Tel: (956) 969-5587
Fax: (956) 969-5338

**Rio Grande Regional Hospital**
222 East Ridge, Suite #118
McAllen, TX 78503
Tel: (956) 632-6586
Fax: (956) 632-6555

**Doctor's Hospital @ Renaissance**
5501 South McColl (Wellness Center)
Edinburg, TX 78539
Tel: (956) 362-6586
Fax: (956) 362-2478

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| Bid No: 2014-008-00-00 | BuyerII: Sandy Suarez | Tel. No: (956) 318-2626 |
|---|---|---|

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# REQUEST FOR BIDS

## HIDALGO COUNTY HEALTH DEPARTMENT
### "FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES"

## BID OPENING DATE

**MONTH 00, 2013**

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Business Hwy 281 Administration Building
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFED INDIGENT FAMILIES- Hidalgo County Health Department"** 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-2014-008-00-00-SGS-"Funeral and Burial Services for H. C. Qualified Indigent Families – Hidalgo County-Health Department "**and in County's Purchasing Department, 2802 S Business Highway 281, Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, MONTH DAY, 2014. 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-2014-008-00-00-SGS-RFB-FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES – Hidalgo County-Health Department".** 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

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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 - **"FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMILIES-Hidalgo County Health Department"**
  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
  Ray Eufracio, County Auditor
  2812 S. Business 281
  Edinburg, Texas 78539
  (956)318-2511

17. Schedule of Events

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **MONTH 00, 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm .**
  **If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract 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 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.

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27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
**HIDALGO COUNTY-HEALTH DEPARTMENT**
**FUNERAL AND BURIAL SERVICES FOR H.C. QUALIFIED INDIGENT FAMLIES"**
**BID NO.: 2014-008-00-00-SGS**

**DRAFT**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S Business Highway 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

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

# RE: Review & Approve- Draft Service Contract - Funeral and Burial Services for Hidalgo County Qualified Indigent Families

**From :** Steve Crain <scrain@atlashall.com> Fri, Nov 01, 2013 05:09 PM

**Subject :** RE: Review & Approve- Draft Service Contract - Funeral and Burial Services for Hidalgo County Qualified Indigent Families

1 attachment

**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

The draft contract is fine.

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Friday, November 01, 2013 4:57 PM
**To:** Steve Crain; Marynel Trevino
**Cc:** Sandy Suarez; Darlene H. Betancourt
**Subject:** Review & Approve- Draft Service Contract - Funeral and Burial Services for Hidalgo County Qualified Indigent Families

Good morning, Mr. Crain-

Please review and approve as to form, attached hereto, draft service contract for the purposes of the procurement process only for: **Funeral and Burial Services for Hidalgo County Qualified Indigent Families.**

Please advise.

Thanks.

***Leticia H. Saenz, CPPB/Contracts Manager***
*Hidalgo County Purchasing Department*
*2812 South Business Highway 281*
*Edinburg, Texas 78539*
***P****(956) 318-2626* ***F****(956) 318-2629*
*Email:* *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...



**image001.gif**
345 B

**THE STATE OF TEXAS** §
§
**COUNTY OF HIDALGO** §

# SERVICE CONTRACT
## C-14-008-00-00

**THIS CONTRACT** is made and entered into this _____day of _____, **2014** by and between the **County of Hidalgo, Texas** ("County") and _____("Company").

**WHEREAS,** Company responded to notices for Request for Sealed Bids (RFB) for: **Funeral** and **Burial Services for Hidalgo County Qualified Indigent Families (on an as needed basis)** for the **Hidalgo County** (the "Services"); and

**WHEREAS,** Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

**WHEREAS,** in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed 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**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County**. Company agrees in

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performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **two (2) years** (on an as needed basis), commencing on _____**, 2014** and expiring on _____, **2016** and may be extended at the sole discretion of the County for an additional one (1) year term under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

7. Company shall provide insurance in force on all its vehicles and all persons

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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: County of Hidalgo
Attn: County Judge
302 West University Drive
Edinburg, Texas 78539

If to Company: _____
_____
_____
_____

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13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

18. **Entire Agreement**. This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representation or agreement in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by the parties hereto, and not otherwise.

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**WITNESS** our hands in duplicate originals this ____day of _____, 2014.

**APPROVED AS TO FORM**
Atlas, Hall & Rodriguez, L.L.P.

By:_____
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

**ATTEST:**

By: _____
Ramon Garcia, County Judge

By: _____
Arturo Guajardo, Jr., County Clerk

**COMPANY:**

By:_____
Printed Name: _____
Title:_____

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# EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

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# EXHIBIT “B”

VENDOR’S BID PRICE & TABULATION

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# EXHIBIT “C”

INSURANCE REQUIREMENTS

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**AI-41896** **Purchasing Department 5. C.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted By: Lisa Vela, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

1. Rescind prior action taken on 2-05-2013 AI 36710 due to amendment of agreement; and

2. Acceptance and approval of amended agreement (document approved by legal) for monitoring services for Las Milpas WIC Clinic with ASG Security for the duration of term for the agreement including the continuation of services through the life term of the equipment in place by user department with the authority to execute and signing of agreement by County Judge, Court Member.

BACKGROUND

## Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 3-1292-441-00-350-001-4-413

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

BUDGETARY IMPACT:

Available balance as of 11-27-13 $3,569.88

Amount available for requisition# 244828 as of 11-27-13 $1,440.12 for Argus Security System.

## Attachments

AGREEMENT

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 11/26/2013 04:02 PM |
| Budget & Management | Obdett Calzada | 11/26/2013 04:10 PM |
| Manuel Chapa | Manuel Chapa | 11/27/2013 08:54 AM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Lisa Vela Started On: 11/20/2013 10:21 AM

Final Approval Date: 11/27/2013

# Requisition
# W.I.C. PROGRAM

Req # 00244828
PO #
Date: 10/02/13

**Bill To:** x
x

**Vendor :** 54755
ARGUS SECURITYSYSTEMS INC.
314 ASH AVENUE
MCALLEN TX 78501
FAX (956)686-2427

**Ship To:** W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

**Contact:** MGONZALEZ
956-381-4646

**Contract No:**

**Special Instructions:**
AI-21663 6/22/10

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | MONITORING FOR SECURITY<br>DO NOT DUPLICATE ORDER | | |
| 6.00 | MONTH | MONITORING SERVICES FOR THE LAS MILPAS WIC, 125 E. LAS MILPAS RD. OCT. 2013- MARCH 2014 WITH OPTION MIGHT INCREASE APRIL 2014- SEPT. 2014 | 19.00 | 114.00 |
| 6.00 | MONTH | MONTORING SERVICES FOR HIDALGO WIC 702 E.TEJANO, MONITORING 18.70 + MONITORING DAILY TEST FIRE 5.50+MONITORINGFIRE 5.00 + MONITORING OPEN / CLOSE 16.50 = 44.00 | 44.70 | 268.20 |
| 6.00 | MONTH | MONITORING SERVICES FOR MERCEDES , 540 E. TEXAS OCT, 2013 THRU MARCH 2014 WITH OPTION P.O. MIGHT INCREASE FOR APRIL 2014 THRU SEPT. 2014 | 20.90 | 125.40 |
| 6.00 | MONTH | MONITOR ING SERVICES FOR ALTON WIC , 3519 W. MAIN, OCT. 2013 THRU MARCH WITH OPTION P,O, MIGHT INCREASE FOR THE MONTHS OF APRIL 2014 THRU SEPT. 2014 | 19.00 | 114.00 |
| 6.00 | MONTH | MONTORING SERVICES MISSION WIC , 722 E. BREYFOGLE FOR OCT. 2013 THRU MARCH 2014 WITH OPTION P..O. MIGHT INCREASE FOR APRIL 2014 THUR SEPT. 2014 | 19.00 | 114.00 |
| 6.00 | MONTH | MONITORING SERVICES FOR ROMA WIC , 1505 N. GRANT FOR OCT 2013 THRU MARCH 2013 WITH OPTION P.O. MIGHT INCREASE FOR THE MONTHS OF APRIL 2014 TRHU SEPT.2014 | 15.00 | 90.00 |
| 6.00 | MONTH | MONITORING SERVICES FOR ALAMO WIC #2 , 1429 S. TOWER RD. FOR OCT. 2013 THRU MARCH 2014 WITH OPTION P.O. MIGHT INCREASE FOR THE MONTH OF APRIL THRU SEPT. 2014 | 15.00 | 90.00 |
| 6.00 | MONTH | MONITORING SERVICES FOR WESLACO WIC , 417 S. OREGON FOR OCT.2013 THRU MARCH 2014 WITH OPTION TO INCREASE P.O. FOR APRIL 2014 THRU SEPT. 2014 | 20.90 | 125.40 |
| 6.00 | MONTH | MONITORING SERVICES FOR SAN JUAN WIC , 509 E. EARLING FOR OCT. 2013 THRU MARCH 2014, WITH OPTION P.O. MIGHT INCREASE FOR APRIL 2014 THUR SEPT. 2014 | 20.90 | 125.40 |
| | | Account No | Encumbrance | |
| | | 3-1292-441-00-350-001-4-413 | 1,166.40 | |
| | | | Freight | .00 |
| | | | Total | 1,166.40 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

# Requisition
# W.I.C. PROGRAM

Req # 00245301
PO #
Date: 10/10/13

**Bill To:** x
x

**Vendor :** 54755
ARGUS SECURITYSYSTEMS INC.
314 ASH AVENUE
MCALLEN TX 78501
FAX (956)686-2427

**Ship To:** W.I.C. PROGRAM
3105 W. UNIVERSITY DR
EDINBURG TX 78539

**Contact:** mgonzalez
956-381-4646

**Contract No:**

**Special Instructions:**
Open P.O. the Alarms

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | OPEN P. O. FOR ALARMS REPLACE BATTERIES/ CHECK ALARMS<br>DO NOT DUPLICATE ORDER | | |
| 1.00 | LOT | OPEN P.O. FOR WIC CLINICS WITH ARGUS ALARM WHEN NEEDED TO REPLACE BATTERIES / OR CHECK ALARM. OPTION P.O. MIGHT INCREASE | 500.00 | 500.00 |
| 1.00 | | | | .00 |
| | | Account No | Encumbrance | |
| | | 3-1292-441-00-350-001-4-432 | 500.00 | |
| | | | Freight | .00 |
| | | | Total | 500.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

# COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

ASG SECURITY

Local ASG Office
114 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

Corporate Info
S.S.S.
Acct #
Init #

THIS AGREEMENT made this 15th day of NOVEMBER 2013, by and between Alarm Security Group LLC (ASG Security) hereinafter called the "Company" and HIDALGO COUNTY Las Milpas WIC Clinic # 1211 hereinafter called the "Client", at (give address)

Las Milpas WIC Clinic # 1211 715 E Las Milpas Rd Ste 2 Pharr, TX

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

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

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

| | | | | | |
|---|---|---|---|---|---|
| ☒ Burglar Alarm Monitoring | $19.00 | ☐ Cellular Radio Service | | ☐ Fire Alarm Maint. (Inc. Test&Ins) | |
| ☐ Panic/Hold-Up Monitoring | | ☐ DataLink | | ☐ Sprinkler Alarm Maintenance | |
| ☐ Fire Alarm Monitoring | | ☐ Burglar Alarm Maintenance | | ☐ Sprinkler Test & Inspect | |
| ☐ Sprinkler Alarm Monitoring | | ☐ Fire Alarm Maintenance | | ☐ Fire Alarm Insp Billed: | |
| ☐ Elevator Monitoring | | ☐ Access Control Maintenance | | ☐ FA Semi Test Billed: | |
| ☐ ASG Connect | | ☐ Video Surveillance System Maint | | | |
| ☐ ASG Video | | ☐ Opening/Closing Log Only | | | |
| ☐ ASG Managed Access | | ☐ Opening/Closing w/Schedules | | ☐ Other | |
| | | ☐ O/C Reports | | ☐ Administration Fee* | $3.99 |

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

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

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

**2C. Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 19.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly ☐ quarterly ☐ semi-annually ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

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

**Schedule of Equipment to be Installed**

See Attachment: (If applicable) Schedule of Equipment FOR AMENDEMENT TO AGREEMENT

| ASG SECURITY (Alarm Security Group LLC) | Accepted by |
|---|---|
| Nora Coronado Admin Mgr. | |
| *Sales Representative (Print Signature)* | *Client's Authorized Signature* — *Date* |
| | HIDALGO COUNTY Las Milpas WIC Clinic # 1211 |
| *Company Authorized Signature* | *Client's Name* |
| *Title* | *Printed Name* — *Title* |
| *Date* | *Business Telephone* — *Date* |

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

AL: LIC 2577 FL: EC13008527 NC: 78345LD NV: 0075 TX: B 11430 ACR-7747 LCR 7747 BCR 497, San Antonio Service 497-7747
AR: ELAC2019004 GA: LVA225000 NJ: 34BF00000455, 0613810 OR: 39-02-7714 CT: 0.0111744-S1
CA: 7560 LA: Parish: Class A Fire & Burglar (CT-1) NM: 122981 PA: 3A042296 VA: Class A: 2705-080-2154
DC: 910296-345 MA: 168C 5847 (CWO) 8/1/2015 NV: 2005-0000 MD: 1102-1202-8004 WA: ASGSAS*772
DE: 2011, FAL: 2011, FAC: 2106, MD: 13-2124 OH: 53-09-1870 SC: BAC-5513 Other Licenses: _____
In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed at: 5805 North Lamar Blvd., Austin, TX 78752-4422, 512-424-7726.
In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed at: 4701 Glenwood Ave. Suite 230, Raleigh, NC 27612 919-788-5320.

**THIS IS A CONTRACT - READ ALL PAGES CAREFULLY**

4. Changes to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and alterations to the system, in terms contained for or as originally installed, some of the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance inspector or inspection and rating bureau, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client, whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (burglar, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be incurred on the Client. Client acknowledges that if a permit or license number is not provided to the Company, no dispatch to an emergency signal may be made, and/or a fine from the local regional agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or License during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Intermingling of Services: Client authorizes and empowers Company to install or cause to be installed the protective system enumerated on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical and/or telephone current through his service, at his expense. Client shall, at his own expense, make any necessary repairs or changes in Client's premises, as requested by Company, and access to all locations, as to facilitate the installation and operation of the system. Any error or omissions in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed satisfactory to and accepted by Client. Company assumes no liability for delay in completion of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, act of God, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service; Inspections; Cost of Repairs: Client authorizes and empowers Company to maintain and service the electrical system in order any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating insurance or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed at cost to reasonably pass the after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and materials service has been requested, the following repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service call which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges that Company's obligations hereunder relates solely to the maintenance in repair of the specified system, and that Company is in no way obligated to insure the protection of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Any charges may be applicable for both maintenance and non-maintenance claims.

7B. Limited Warranty; Obligor Purchaser: Company warrants the System to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon inspection of such warranty period, or in the event such goods are not only actual in manner, negligence, alteration, improper repair, or are operating contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective parts or parts by Company shall constitute its sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof unless prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of the limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. THIS WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAY ALSO HAVE OTHER RIGHTS WHICH MAY VARY FROM STATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarms: If Company has contracted a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of hold-up alarm signal, transmit the alarm to headquarters of the local police authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (3) Upon receipt of an audible signal indicating an unauthorized entry into Client's premises, (4) Upon receipt of a monitoring signal, notify Client or his designated representative by calling the telephone number supplied to Company in writing by Client. In some cases the order or sequence or number of calls made to the Client or Client designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored at a municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company, and that interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line to monitor same or to notify the Company in the event of transitioning phone services to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communications services, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every sixty (60) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. The monthly fee is not a substitute for a specifically designed phone line backup system, but is recommended including a long term phone line changes as system modifications do occur.

(e) Cellular/WaferGSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in no way dependent, no signal transmission will be received from the Client's site. Additionally, access Opening/Closing services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the sending of Opening/Closing actions, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monitoring Charges: Company shall have the right, in any case, to apply a monthly telecommunications billing fee (for non-correspondent Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and surcharges from and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement, and Client agrees to pay such increased monthly charges.

9A In addition, to the increases set forth above, but no more often than once during any twelve month period, the Company shall have the option to increase the rates provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph 9A. Said 20% per year increase shall be in lieu of any other increases in such rate flexibility, or otherwise set forth above. If Company fails to respond to the Client within forty-five (45) days from the Client's date of the increase being imposed pursuant to this sub-paragraph (9A), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9A), shall be rescinded. If the Client refuses to accept the increase, the Company may choose to end out the contract in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish Company a written list of the names, social, residence and cellular telephone numbers of all persons authorized to arrange an unauthorized event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closing period, and/or included in the event of an alarm. Client agrees to keep such list current. If Opening and Closing Schedules are included in this Contract service, the Client shall furnish the Company with a written duly-executed and bi-day Opening and Closing Schedule. All changes, revisions and modifications to the above shall be notified to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules of all persons the Client from this service and the only obligation of the Company shall be a refund of the specific charges for that service for up to six (6) months.

11. Title to Equipment; Removal of System if Company Owned Systems: Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to: transmitters, detection devices, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or covenants or warranties thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, ordinary wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied to equipment charge equal to the current market value for all items removed, and the Client agrees to these charges.

Upon completion of the installation, all of all of the non-incorporeal equipment, materials, supplies including but not limited to, wire, cable, foil, ear-bar, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, transfer title or dispose of any portion of the system or permit the system to be damaged, encumbered, taken from the premises, destroyed with or replaced by anyone who is not an authorized agent of Company, to the event of any or damage to any portion of the system, whether caused by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the actual value of the Company owned equipment does not include a License to Client's premises or to the equipment. The Client acknowledges that a Company Owned System does not include maintenance/monitoring service. Client/Homeowner is available for an additional monthly charge.

13. Suspension or Cancellation of the Account/Service: This Agreement may be suspended or cancelled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or be substantially damaged that it is in practice to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

14. Delinquency & Reinstatement Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or interpretation of the amounts due hereunder may be assessed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall entitle it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's election from performance shall not affect its right in manner all amounts being payment to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is connected between of Client's part are in balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reinstatement charge in an fixed by Company to reconnect a account.

15. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of the duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take control to this Agreement without written consent of the Company.

16. Assignor/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have an further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimers of warranties, exclusion liability, limitation of liability, and limit party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to such assignees and/or subcontractors with the same force and effect as they bind Client to Company.

17. Default by Client: If the Client fails to make any payment or upon hours of becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act, or any amendment thereto, or breaks, a petition for receiver, arrangement or reorganization, or if any representation, warranty or financial information made or submitted by Client shall be untrue or misrepresented in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediately due and payable.

In the case of a Company Owned System, the Client hereby covenants, in the event of default or non-renewal of this Agreement, to the Company or its agents entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency as forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without subject the damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damages caused to the premises by installation or removal of the equipment. Client acknowledges and agrees that the replacement of alarm/fire system is composed to locally interchangeable with Company's formulary, and therefore the Company has no obligation to place or use said equipment in any other system before selling any of its other inventory, nor any obligation to account for or pay Client any sum for the value of use of any such removed equipment. Company shall not be compensation for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer; Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client, that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises, that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness for the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations hereunder, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of entering other burglar, (a) the installation and operation of Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) the ownership of the property which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (c) the failure to maintain the system, if any, of any one would be proximately caused by Company's failure to perform or by its negligence to properly operate; (d) the cause of the system to be performed by Company.

Client understands and agrees that if Company should be found liable for damages in any property loss or damage from failure of Company to perform any of Company's obligations herein, including, but not limited to, installation, maintenance, monitoring, service or the failure to malfunction of the system or equipment for any reason whatsoever, Company's liability shall be limited to a sum equal to the total of ten (10) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this limitation shall be exclusive, and that the provisions of this limited shall apply if loss or damage, irrespective of cause or origin, mainly directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assignees or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including, costs and attorney's fees, whether such claim or lawsuit is based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, misrepresentation or omission, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as set forth above shall not apply to actions, damages and liability resulting to injury or death to third persons or injury to property of these persons which arises, damages and liability arises in negligence of Company or its Client's premises and which claims, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards; Asbestos: You have the affirmative duty to inform us, prior to, your entry, installation, of every location of the presence where we should not disturb of concealed obstructions of Unsafe soil, as pipes, wires or concealed cable or drill holes. Unless we installed, we will disturb and adhere to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other Unsafe hazardous materials is encountered, during installation, we will direct their work only your sole expense, additional damages from a claimed asbestos was one of or hazardous material, contractor that asbestos removal of work will not pose any danger to our personnel. In no case shall we be liable for discovery or existence of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between this Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect on sum of installation or for monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees which are included by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, sent or personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall also include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that no Client is not under any enforceable agreement with any other party monitoring systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, judgments and damages by judgment or otherwise, which may now and hereafter be sustained as a result of an arising out of any agreement that Client may have entered into with any party transferring any such systems of every kind and description. Client will pay all costs, including reasonable attorney's fees, for the defense of such claim, or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modification; Miscellaneous; Waiver: This contract is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties may only vary the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agents. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ ____ Initial

ASG SECURITY

# Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 08 day of NOVEMBER, 2013, between ASG Security (Company) and HIDALGO COUNTY Las Milpas WIC Clinic # 1211 ("Client"), located at:

Las Milpas WIC Clinic # 1211 125 E Las Milpas Rd Ste F Pharr, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

| | |
|---|---|
| ASG SECURITY (Alarm Security Group LLC) | Accepted by: |
| Nora Corona Admin Mgr. | |
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* — *Date* |
| | HIDALGO COUNTY Las Milpas WIC Clinic # 1211 |
| *Company Authorized Signature* | *Client's Name* |
| *Title* | *Printed Name* — *Title* |
| *Date* | *Business Telephone* — *Date* |

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

v10.13

**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## RE: Review Of ASG Agreement-Precinct One

**From :** Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM

**Subject :** RE: Review Of ASG Agreement-Precinct One 2 attachments

**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>

**Reply To :** victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

**Victor M. Garza**
*Assistant District Attorney*
County Affairs Section
**Office of the District Attorney**
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

**********
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

**AI-41871** **Purchasing Department 5. D.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted For: Martha L. Salazar Submitted By: Oscar Garza, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Acceptance and approval of request for payment of Invoice #1102707-16 in the amount of $27,142.87 submitted by CAS Companies in connection with the "Hidalgo County Morgue Renovation" Project amid PO#663746 with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor.

BACKGROUND

Funding for proposed request is under PO #663746.

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-421-00-220-045-0-452

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

BUDGETARY IMPACT:

PO #663746 available balance as of 11-26-13 $30,507.80.

Less: AI# 41268 10-29-13 , remaining balance $ 1,525.39

Available balance in Retainage Payable account: 3-1342-206-00-000-003-0-000 $25,617.49

## Attachments

Pay App #16

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 11/26/2013 03:48 PM |
| Budget & Management | Obdett Calzada | 11/26/2013 04:10 PM |
| Manuel Chapa | Manuel Chapa | 11/27/2013 08:34 AM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Oscar Garza Started On: 11/18/2013 02:42 PM

Final Approval Date: 11/27/2013

RECEIVED
By Oscar Garza at 1:09 pm, Nov 19, 2013

CAS Companies

# Invoice

| Date | Invoice # |
|---|---|
| 9/24/2013 | 1102707-16 |

| Bill To |
|---|
| Hidalgo County<br>PO Box 1356<br>Edinburg, TX 78539 |

| P.O. Number | Terms | Due Date | CAS - Project # | Project Name |
|---|---|---|---|---|
| | Upon Receipt | 9/24/2013 | 2011-027-07 | Autopsy |

| Quantity | Description | Price Each | Amount |
|---|---|---|---|
| 1 | Autopsy<br>Application for Payment #16<br><br>Contract Sum: $427,499.02<br>(+) CO1: $81,736.17<br>(+) CO2: $33,622.19 - ADA Bathroom Modifications<br>Total Project: $542,857.38<br><br>This/Final Draw: $27,142.87<br>TCPN Contract: R5004 | 27,142.87 | 27,142.87 |
| | | **Subtotal** | $27,142.87 |
| | | *Tax (0.0%)* | $0.00 |
| | | **Total** | **$27,142.87** |

1306 FM 1092, Ste. 304
Missouri City, TX 77459

(281) 499-4747 Office
(281) 499-6655 Fax
ap@caslp.com

**All payments shall be mailed to the Missouri City office.**

# Hidalgo County Autopsy Build Back Schedule of Values - PO #663746

## Retainage - Pay App #16

| | | | | | | | | Monthly Payment | | | | Balance to Finish | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Item: | Quantity: | Description: | Unit Rate: | Quantity: | Total Amount: | Qty. Previously Billed | Amnt. Previously Billed: | Monthly Quantity: | Quantity To Date: | Monthly Cost: | Total Cost To Date: | Quantity Remaining: | Amount Remaing: |
| 1 | 40 Hours | Equipment for Removal and Installation of HVAC | $150.00 | 40.00 | $6,000.00 | 40.00 | $6,000.00 | **0.00** | **40.00** | **$0.00** | $6,000.00 | 0.00 | $0.00 |
| 2 | 5 ea. | Field Personnel, General Purpose Laborer | $2,075.00 | 5.00 | $10,375.00 | 5.00 | $10,375.00 | **0.00** | **5.00** | **$0.00** | $10,375.00 | 0.00 | $0.00 |
| 3 | 5 ea. | Project Mangaer | $3,175.00 | 5.00 | $15,875.00 | 5.00 | $15,875.00 | **0.00** | **5.00** | **$0.00** | $15,875.00 | 0.00 | $0.00 |
| 4 | 2 ea. | Superintendent | $2,950.00 | 2.00 | $5,900.00 | 2.00 | $5,900.00 | **0.00** | **2.00** | **$0.00** | $5,900.00 | 0.00 | $0.00 |
| 5 | 325 lf. | Selective Site Demo. | $12.94 | 325.00 | $4,205.50 | 325.00 | $4,205.50 | **0.00** | **325.00** | **$0.00** | $4,205.50 | 0.00 | $0.00 |
| 6 | 125 lf. | Water, Sewer, Pipe & Fittings Demo | $14.51 | 125.00 | $1,813.75 | 125.00 | $1,813.75 | **0.00** | **125.00** | **$0.00** | $1,813.75 | 0.00 | $0.00 |
| 7 | 6353 lf. | Bldg Foundation Demo | $2.29 | 6,353.00 | $14,548.37 | 6,353.00 | $14,548.37 | **0.00** | **6,353.00** | **$0.00** | $14,548.37 | 0.00 | $0.00 |
| 8 | 12 ea. | Demo of Plbg. Fixtures | $24.62 | 12.00 | $295.44 | 12.00 | $295.44 | **0.00** | **12.00** | **$0.00** | $295.44 | 0.00 | $0.00 |
| 9 | 30 ea. | Containment of Haz. Waste | $64.33 | 30.00 | $1,929.90 | 30.00 | $1,929.90 | **0.00** | **30.00** | **$0.00** | $1,929.90 | 0.00 | $0.00 |
| 10 | 11900 lf. | Ceiling Demo | $0.68 | 11,900.00 | $8,092.00 | 11,900.00 | $8,092.00 | **0.00** | **11,900.00** | **$0.00** | $8,092.00 | 0.00 | $0.00 |
| 11 | 9 ea. | Structural Concrete, In Place, Column | $706.81 | 9.00 | $6,361.29 | 9.00 | $6,361.29 | **0.00** | **9.00** | **$0.00** | $6,361.29 | 0.00 | $0.00 |
| 12 | 3 ea. | Structural Concrete, Footings | $213.42 | 3.00 | $640.26 | 3.00 | $640.26 | **0.00** | **3.00** | **$0.00** | $640.26 | 0.00 | $0.00 |
| 13 | 400 ea. | Concrete Sawing, Walls | $4.83 | 400.00 | $1,932.00 | 400.00 | $1,932.00 | **0.00** | **400.00** | **$0.00** | $1,932.00 | 0.00 | $0.00 |
| 14 | 1 ea. | Ceiling Support, OH Door | $724.38 | 1.00 | $724.38 | 1.00 | $724.38 | **0.00** | **1.00** | **$0.00** | $724.38 | 0.00 | $0.00 |
| 15 | 5 ea. | Column, Structural Tubing | $378.81 | 5.00 | $1,894.05 | 0.00 | $0.00 | **5.00** | **5.00** | **$1,894.05** | $1,894.05 | 0.00 | $0.00 |
| 16 | 100 lb. | Cross Bracing Angles, Structural Reinforcement | $1.87 | 100.00 | $187.00 | 100.00 | $187.00 | **0.00** | **100.00** | **$0.00** | $187.00 | 0.00 | $0.00 |
| 17 | 70 ea. | Structural Steel Member | $24.49 | 70.00 | $1,714.30 | 0.00 | $0.00 | **70.00** | **70.00** | **$1,714.30** | $1,714.30 | 0.00 | $0.00 |
| 18 | 400 ea. | Open Web Bar Joist | $8.54 | 400.00 | $3,416.00 | 0.00 | $0.00 | **400.00** | **400.00** | **$3,416.00** | $3,416.00 | 0.00 | $0.00 |
| 19 | 1200 ea. | Metal Roof Decking | $5.94 | 1,200.00 | $7,128.00 | 0.00 | $0.00 | **1,200.00** | **1,200.00** | **$7,128.00** | $7,128.00 | 0.00 | $0.00 |
| 20 | 1500 ea. | Millwork and Trim Demo | $0.30 | 1,500.00 | $450.00 | 1,500.00 | $450.00 | **0.00** | **1,500.00** | **$0.00** | $450.00 | 0.00 | $0.00 |
| 21 | 11900 lf. | Roof Demo | $1.07 | 11,900.00 | $12,733.00 | 11,900.00 | $12,733.00 | **0.00** | **11,900.00** | **$0.00** | $12,733.00 | 0.00 | $0.00 |
| 22 | 4 ea. | Window Replacement | $325.76 | 4.00 | $1,303.04 | 4.00 | $1,303.04 | **0.00** | **4.00** | **$0.00** | $1,303.04 | 0.00 | $0.00 |
| 23 | 12 ea. | Ext. Door Demo | $13.44 | 12.00 | $161.28 | 12.00 | $161.28 | **0.00** | **12.00** | **$0.00** | $161.28 | 0.00 | $0.00 |
| 24 | 5 ea. | Int. Door Demo, 3' | $8.06 | 5.00 | $40.30 | 5.00 | $40.30 | **0.00** | **5.00** | **$0.00** | $40.30 | 0.00 | $0.00 |
| 25 | 17 ea. | Metal Door Frame Demo | $25.34 | 17.00 | $430.78 | 17.00 | $430.78 | **0.00** | **17.00** | **$0.00** | $430.78 | 0.00 | $0.00 |
| 26 | 1 ea. | Hollow Metal Door | $424.09 | 1.00 | $424.09 | 1.00 | $424.09 | **0.00** | **1.00** | **$0.00** | $424.09 | 0.00 | $0.00 |
| 27 | 552 ea. | Int. Wood Door, Arch. Flush | $128.19 | 552.00 | $70,760.88 | 552.00 | $70,760.88 | **0.00** | **552.00** | **$0.00** | $70,760.88 | 0.00 | $0.00 |
| 28 | 276 ea. | Int. Wood Door, Arch. Flush | $41.50 | 276.00 | $11,454.00 | 276.00 | $11,454.00 | **0.00** | **276.00** | **$0.00** | $11,454.00 | 0.00 | $0.00 |
| 29 | 1 ea. | OH Door, Commercial Stock Steel | $1,455.41 | 1.00 | $1,455.41 | 1.00 | $1,455.41 | **0.00** | **1.00** | **$0.00** | $1,455.41 | 0.00 | $0.00 |
| 30 | 1 ea. | OH Door, Residential, Garage | $2,551.03 | 1.00 | $2,551.03 | 1.00 | $2,551.03 | **0.00** | **1.00** | **$0.00** | $2,551.03 | 0.00 | $0.00 |
| 31 | 11900 lf. | Celing Demo., Support Wire | $0.45 | 11,900.00 | $5,355.00 | 11,900.00 | $5,355.00 | **0.00** | **11,900.00** | **$0.00** | $5,355.00 | 0.00 | $0.00 |
| 32 | 5000 lf. | Flooring Demo, Resilient Sheet | $0.24 | 5,000.00 | $1,200.00 | 5,000.00 | $1,200.00 | **0.00** | **5,000.00** | **$0.00** | $1,200.00 | 0.00 | $0.00 |
| 33 | 1553 ea. | Partition Wall | $5.94 | 1,553.00 | $9,224.82 | 1,553.00 | $9,224.82 | **0.00** | **1,553.00** | **$0.00** | $9,224.82 | 0.00 | $0.00 |
| 34 | 1553 ea. | Parition Wall, Fire and Water Resistant | $2.90 | 1,553.00 | $4,503.70 | 1,553.00 | $4,503.70 | **0.00** | **1,553.00** | **$0.00** | $4,503.70 | 0.00 | $0.00 |
| 35 | 173 ea. | Gypsum Plaster, 3 Coats on wood studs | $22.12 | 173.00 | $3,826.76 | 173.00 | $3,826.76 | **0.00** | **173.00** | **$0.00** | $3,826.76 | 0.00 | $0.00 |
| 36 | 1368 lf. | Cermaic Tile Flooring | $6.19 | 1,368.00 | $8,467.92 | 1,368.00 | $8,467.92 | **0.00** | **1,368.00** | **$0.00** | $8,467.92 | 0.00 | $0.00 |
| 37 | 11900 lf. | Suspended Ceiling | $1.84 | 11,900.00 | $21,896.00 | 11,900.00 | $21,896.00 | **0.00** | **11,900.00** | **$0.00** | $21,896.00 | 0.00 | $0.00 |
| 38 | 4000 lf. | Resilient Flooring | $5.71 | 4,000.00 | $22,840.00 | 4,000.00 | $22,840.00 | **0.00** | **4,000.00** | **$0.00** | $22,840.00 | 0.00 | $0.00 |
| 39 | 23600 lf. | Painting | $0.68 | 23,600.00 | $16,048.00 | 23,600.00 | $16,048.00 | **0.00** | **23,600.00** | **$0.00** | $16,048.00 | 0.00 | $0.00 |
| 40 | 1 ea. | Plaque | $1,445.89 | 1.00 | $1,445.89 | 1.00 | $1,445.89 | **0.00** | **1.00** | **$0.00** | $1,445.89 | 0.00 | $0.00 |
| 41 | 1 ea. | Elect. Exit Sign | $188.28 | 1.00 | $188.28 | 1.00 | $188.28 | **0.00** | **1.00** | **$0.00** | $188.28 | 0.00 | $0.00 |
| 42 | 10 ea. | Toilet Partitions | $315.00 | 10.00 | $3,150.00 | 10.00 | $3,150.00 | **0.00** | **10.00** | **$0.00** | $3,150.00 | 0.00 | $0.00 |
| 43 | 2 ea. | Shower Compartments | $736.56 | 2.00 | $1,473.12 | 2.00 | $1,473.12 | **0.00** | **2.00** | **$0.00** | $1,473.12 | 0.00 | $0.00 |
| 44 | 2 ea. | Fire Extinguishers | $415.00 | 2.00 | $830.00 | 2.00 | $830.00 | **0.00** | **2.00** | **$0.00** | $830.00 | 0.00 | $0.00 |
| 45 | 20 ea. | Wood Shelving, Adjustable Closet Rod | $44.82 | 20.00 | $896.40 | 20.00 | $896.40 | **0.00** | **20.00** | **$0.00** | $896.40 | 0.00 | $0.00 |
| 46 | 27 ea. | Laminate Counter Tops | $52.56 | 27.00 | $1,419.12 | 27.00 | $1,419.12 | **0.00** | **27.00** | **$0.00** | $1,419.12 | 0.00 | $0.00 |
| 47 | 415 ea. | Pre-Engineered Steel Building | $16.66 | 415.00 | $6,913.90 | 240.10 | $4,000.00 | **174.90** | **415.00** | **$2,913.90** | $6,913.90 | 0.00 | $0.00 |
| 48 | 3 ea. | Lavatory Demo | $19.90 | 3.00 | $59.70 | 3.00 | $59.70 | **0.00** | **3.00** | **$0.00** | $59.70 | 0.00 | $0.00 |
| 49 | 3 ea. | Sink Demo | $24.88 | 3.00 | $74.64 | 3.00 | $74.64 | **0.00** | **3.00** | **$0.00** | $74.64 | 0.00 | $0.00 |
| 50 | 3 ea. | Shower Demo | $59.71 | 3.00 | $179.13 | 3.00 | $179.13 | **0.00** | **3.00** | **$0.00** | $179.13 | 0.00 | $0.00 |
| 51 | 4 ea. | Washstation Install, Labor Only | $400.00 | 4.00 | $1,600.00 | 4.00 | $1,600.00 | **0.00** | **4.00** | **$0.00** | $1,600.00 | 0.00 | $0.00 |
| 52 | 400 ea. | Pipe Insulation | $10.07 | 400.00 | $4,028.00 | 400.00 | $4,028.00 | **0.00** | **400.00** | **$0.00** | $4,028.00 | 0.00 | $0.00 |
| 53 | 1 ea. | Cooler Install, Labor Only | $8,500.00 | 1.00 | $8,500.00 | 1.00 | $8,500.00 | **0.00** | **1.00** | **$0.00** | $8,500.00 | 0.00 | $0.00 |
| 54 | 200 lf. | 1/2 Diameter Copper Pipe | $6.57 | 200.00 | $1,314.00 | 200.00 | $1,314.00 | **0.00** | **200.00** | **$0.00** | $1,314.00 | 0.00 | $0.00 |
| 55 | 200 lf. | 1-1/4" Copper Pipe | $16.28 | 200.00 | $3,256.00 | 200.00 | $3,256.00 | **0.00** | **200.00** | **$0.00** | $3,256.00 | 0.00 | $0.00 |
| 56 | 10 ea. | Lavatory, Wall Hung | $290.33 | 10.00 | $2,903.30 | 10.00 | $2,903.30 | **0.00** | **10.00** | **$0.00** | $2,903.30 | 0.00 | $0.00 |
| 57 | 3 ea. | Urinal, Wall Hung | $538.49 | 3.00 | $1,615.47 | 3.00 | $1,615.47 | **0.00** | **3.00** | **$0.00** | $1,615.47 | 0.00 | $0.00 |
| 58 | 170 lf. | HVAC Selective Demo | $2.63 | 170.00 | $447.10 | 170.00 | $447.10 | **0.00** | **170.00** | **$0.00** | $447.10 | 0.00 | $0.00 |
| 59 | 57 ea. | Diffuser Demo | $6.53 | 57.00 | $372.21 | 57.00 | $372.21 | **0.00** | **57.00** | **$0.00** | $372.21 | 0.00 | $0.00 |

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| 60 | 2 ea. | Roof Top A/C | $1,873.78 | 2.00 | $3,747.56 | 2.00 | $3,747.56 | **0.00** | **2.00** | **$0.00** | $3,747.56 | 0.00 | $0.00 |
| 61 | 180 lf. | Insulation, Ductwork | $1.25 | 180.00 | $225.00 | 180.00 | $225.00 | **0.00** | **180.00** | **$0.00** | $225.00 | 0.00 | $0.00 |
| 62 | 180 lf. | Insulation, Ductwork | $1.37 | 180.00 | $246.60 | 180.00 | $246.60 | **0.00** | **180.00** | **$0.00** | $246.60 | 0.00 | $0.00 |
| 63 | 180 lb. | Metal Ductwork | $11.26 | 180.00 | $2,026.80 | 180.00 | $2,026.80 | **0.00** | **180.00** | **$0.00** | $2,026.80 | 0.00 | $0.00 |
| 64 | 180 ea. | Metal Ductwork, Spiral Preformed | $45.57 | 180.00 | $8,202.60 | 180.00 | $8,202.60 | **0.00** | **180.00** | **$0.00** | $8,202.60 | 0.00 | $0.00 |
| 65 | 4 ea. | Fans, Roof Mounted | $1,313.24 | 4.00 | $5,252.96 | 4.00 | $5,252.96 | **0.00** | **4.00** | **$0.00** | $5,252.96 | 0.00 | $0.00 |
| 66 | 2 ea. | Vent Chimney | $139.29 | 2.00 | $278.58 | 2.00 | $278.58 | **0.00** | **2.00** | **$0.00** | $278.58 | 0.00 | $0.00 |
| 67 | 1 ea. | Condensor, 5 ton | $2,205.68 | 1.00 | $2,205.68 | 1.00 | $2,205.68 | **0.00** | **1.00** | **$0.00** | $2,205.68 | 0.00 | $0.00 |
| 68 | 1 ea. | Condensor, 16 ton | $4,901.18 | 1.00 | $4,901.18 | 1.00 | $4,901.18 | **0.00** | **1.00** | **$0.00** | $4,901.18 | 0.00 | $0.00 |
| 69 | 1 ea. | Evaporative Cooler | $560.39 | 1.00 | $560.39 | 1.00 | $560.39 | **0.00** | **1.00** | **$0.00** | $560.39 | 0.00 | $0.00 |
| 70 | 1 ea. | Evaporative Cooler, 6090 CFM | $1,749.38 | 1.00 | $1,749.38 | 1.00 | $1,749.38 | **0.00** | **1.00** | **$0.00** | $1,749.38 | 0.00 | $0.00 |
| 71 | 1 ea. | Self Contained, Single Packaged AC | $9,013.95 | 1.00 | $9,013.95 | 1.00 | $9,013.95 | **0.00** | **1.00** | **$0.00** | $9,013.95 | 0.00 | $0.00 |
| 72 | 3 ea. | Self Contained, Single Packaged AC, 5 ton | $9,013.95 | 3.00 | $27,041.85 | 3.00 | $27,041.85 | **0.00** | **3.00** | **$0.00** | $27,041.85 | 0.00 | $0.00 |
| 73 | 50 ea. | Switches, | $127.05 | 50.00 | $6,352.50 | 50.00 | $6,352.50 | **0.00** | **50.00** | **$0.00** | $6,352.50 | 0.00 | $0.00 |
| 74 | 50 ea. | Metal Halide Fixtures | $30.13 | 50.00 | $1,506.50 | 50.00 | $1,506.50 | **0.00** | **50.00** | **$0.00** | $1,506.50 | 0.00 | $0.00 |
| 75 | 50 ea. | Flourescent Fixture Demo | $26.68 | 50.00 | $1,334.00 | 50.00 | $1,334.00 | **0.00** | **50.00** | **$0.00** | $1,334.00 | 0.00 | $0.00 |
| 76 | 2000 ea. | Cope Wire | $31.97 | 2,000.00 | $63,940.00 | 2,000.00 | $63,940.00 | **0.00** | **2,000.00** | **$0.00** | $63,940.00 | 0.00 | $0.00 |
| 77 | 100 lf. | EMT, 1-1/2" Dia. | $6.18 | 100.00 | $618.00 | 100.00 | $618.00 | **0.00** | **100.00** | **$0.00** | $618.00 | 0.00 | $0.00 |
| 78 | 50 lf. | EMT, 2" Dia. | $7.59 | 50.00 | $379.50 | 50.00 | $379.50 | **0.00** | **50.00** | **$0.00** | $379.50 | 0.00 | $0.00 |
| 79 | 50 lf. | EMT, 3" Dia. | $18.20 | 50.00 | $910.00 | 50.00 | $910.00 | **0.00** | **50.00** | **$0.00** | $910.00 | 0.00 | $0.00 |
| 80 | 20 ea. | Kitchen Light Fixtures | $190.32 | 20.00 | $3,806.40 | 20.00 | $3,806.40 | **0.00** | **20.00** | **$0.00** | $3,806.40 | 0.00 | $0.00 |
| 81 | 10 ea. | Outdoor Wall Mounted Fixture | $270.31 | 10.00 | $2,703.10 | 10.00 | $2,703.10 | **0.00** | **10.00** | **$0.00** | $2,703.10 | 0.00 | $0.00 |
| 82 | 60 ea. | Int. Flourescent Fixture | $420.40 | 60.00 | $25,224.00 | 60.00 | $25,224.00 | **0.00** | **60.00** | **$0.00** | $25,224.00 | 0.00 | $0.00 |
| 83 | 1 ea. | EMT for Video Camera | $6,504.90 | 1.00 | $6,504.90 | 1.00 | $6,504.90 | **0.00** | **1.00** | **$0.00** | $6,504.90 | 0.00 | $0.00 |
| 84 | 1 ea. | EMT for Video Survellance Monitors | $7,872.86 | 1.00 | $7,872.86 | 1.00 | $7,872.86 | **0.00** | **1.00** | **$0.00** | $7,872.86 | 0.00 | $0.00 |
| 85 | 1 ea. | Utiltiy Septic Tank | $6,811.70 | 1.00 | $6,811.70 | 1.00 | $6,811.70 | **0.00** | **1.00** | **$0.00** | $6,811.70 | 0.00 | $0.00 |
| 86 | 1 ea. | Coefficient Cost Adjusted | -$114,892.91 | 1.00 | -$114,892.91 | 0.87 | -$106,017.34 | **0.0772508068600578** | **0.9466419302983970** | **-$8,875.57** | -$114,892.91 | 0.05 | $0.00 |
| 87 | 1 ea. | Permits | $4,200.00 | 1.00 | $4,200.00 | 0.30 | $1,269.50 | **0.70** | **1.00** | **$2,930.50** | $4,200.00 | 0.00 | $0.00 |
| 88 | 1 ea. | Architect/Engineer | $3,500.00 | 1.00 | $3,500.00 | 1.00 | $3,500.00 | **0.00** | **1.00** | **$0.00** | $3,500.00 | 0.00 | $0.00 |
| 89 | 1 ea. | Bond | $12,451.43 | 1.00 | $12,451.43 | 0.86 | $10,687.00 | **0.14** | **1.00** | **$1,764.43** | $12,451.43 | 0.00 | $0.00 |
| 90 | 1 ea. | CO #1 | $81,736.17 | 1.00 | $81,736.17 | 1.00 | $81,736.17 | **0.0000000** | **1.00** | **$0.00** | $81,736.17 | 0.00 | $0.00 |
| 91 | 1 ea. | ADA Bathroom Modifications | $33,622.19 | 1.00 | $33,622.19 | 0.48 | $16,000.00 | **0.5241238** | **1.00** | **$17,622.19** | $33,622.19 | 0.00 | $0.00 |
| | | **Totals:** | **$102,414.34** | **101,018.00** | **$542,857.38** | **99,166.60** | **512,349.58** | **1,851.34** | **101,017.94** | **30,507.80** | **$542,857.38** | **$0.06** | **$0.00** |
| | | | | | **Total Amount:** | **Qty. Previously Billed** | **Amnt. Previously Billed:** | **Monthly Quantity:** | **Quantity To Date:** | **Amount Billed:** | **Total To Date:** | **Quantity Remaining:** | **Amount Remaining:** |

| | |
|---|---|
| **Amount Billed:** | **$27,142.87** |
| **Retainage Held @ 5%:** | **$0.00** |
| **Total Ivoiced This Period:** | **$27,142.87** |

| | | | |
|---|---|---|---|
| **Amount Previously Billed:** | **$512,349.58** | **Retainage Previousley Held:** | **$27,142.87** |
| **Total Billed:** | **$542,857.38** | **Total Retainage Held:** | **$27,142.87** |

**AI-41820** **Purchasing Department 5. E.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

**Submitted For:** Norma Longoria **Submitted By:** Vangie Garcia, PURCHASING DEPT.

**Department:** PURCHASING DEPT.

## Information

### CAPTION

Acceptance and approval of agreements monitoring services with ASG Security for the duration of term as stated on 2C of agreements including the continuation of services through the life term of the monitoring equipment in place by user department with the authority to execute and signing of agreements by County Judge, Court Member for the following WIC Clinics:

1. Mercedes Public Health WIC Clinic-540 S. Texas-Mercedes
2. North San Juan WIC Clinic-509 Earling-San Juan
3. Alton WIC Clinic-3519 W. Main Ave. Ste. B-Mission
4. Mission Clinic #2-722 N. Breyfoggle Rd.-Mission
5. Alamo WIC Clinic#2-1429 S. Tower Rd.-Alamo
6. Hidalgo Public Health WIC Clinic-702 E. Tejano-Hidalgo
7. Donna Public Health Center WIC Clinic-301 S. 8th St.-Donna
8. Weslaco WIC Clinic-417 S. Oregon Ave.-Weslaco
9. Progreso WIC Clinic-510 N. FM. 1015-Progreso

### BACKGROUND

Monitoring services for listed location sites will be thru requisition #244828.
Agreements approved as to form by legal counsel.

## Fiscal Impact

**FISCAL YEAR:** 2014 **ACCT. #:** 3-1292-441-00-350-001-4-413

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

### BUDGETARY IMPACT:

Req# 244828
Funds available as of 11/22/13.

## Attachments

Agreements information

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 11/20/2013 02:07 PM |
| Budget & Management | Obdett Calzada | 11/21/2013 03:35 PM |
| Glinda Pacheco | Glinda Pacheco | 11/22/2013 10:14 AM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Vangie Garcia Started On: 11/14/2013 08:05 AM

Final Approval Date: 11/27/2013

# COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC hereinafter called the "Client", at (site address)
MERCEDES PUBLIC HEALTH 540 S TEXAS MERCEDES, TX .

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

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

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

| | | | | | |
|---|---|---|---|---|---|
| ☒ Burglar Alarm Monitoring | $20.90 | ☐ Cellular/Radio Service | | ☐ Fire Alarm Maint. (inc. Test&Ins) | |
| ☐ Panic/Hold-Up Monitoring | | ☐ DataLink | | ☐ Sprinkler Alarm Maintenance | |
| ☐ Fire Alarm Monitoring | | ☐ Burglar Alarm Maintenance | | ☐ Sprinkler Test & Inspect | |
| ☐ Sprinkler Alarm Monitoring | | ☐ Fire Alarm Maintenance | | ☐ Fire Alarm Insp Billed: | |
| ☐ Elevator Monitoring | | ☐ Access Control Maintenance | | | |
| ☐ ASG Connect | | ☐ Video Surveillance System Maint. | | ☐ FA Sens Test Billed: | |
| ☐ ASG Video | | ☒ Opening/Closing Log Only | | | |
| ☐ ASG Managed Access | | ☐ Opening/Closing w/Schedules | | ☐ Other: | |
| | | ☐ O/C Reports | | ☐ Administration Fee* | $3.99 |

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

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

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

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 20.90 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

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

**Schedule of Equipment to be Installed**

See Attachment: AMENDMENT TO AGREEMENT

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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


AL: 13-1577 | FL: EG13000430 | NC: NCASLB: 1961-CSA; 20653-SP-LV | OK: 1036, TNT Security-1882 | TX: B11180, ACR-1342, BCR-1767, HCR-410, San Angelo Security-B 17807
AR: E-M 20130041 | GA: LVA205886 | NJ: 34BF00000500; 461309 | OR: PSID57714 | UT: 6305217-6501
CA: 7261 | LA: F1899, USA Fire & Burglar-F1733 | NM: 373983 | PA: PA062390 | VA: 11-3605; 2705 098153A
DC: ECS901543 | MA: 160RC, 33 CO 000986 | NV: 1200309580 | RI: 4820,TSC-1848 | WV: WV043575
DE: 02-71, FAL-0221; FAL-0285 | MD: 107-714 | OH: 53 89 1670 | SC: BAC-13313 | Other License #: _____
*In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.*
*In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4701 Glenwood Ave, Suite 260, Raleigh, NC 27612 919-788-5320.*


**THIS IS A CONTRACT - READ ALL PAGES CAREFULLY**

v10.13

4. Change to the System: Cost of Repairs: Additional Protection: Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his messes, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or cancelled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive, and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modification; Alternative; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ ____ Initial v10 13

ASG SECURITY

# Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

MERCEDES PUBLIC HEALTH 540 S TEXAS MERCEDES, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

| ASG SECURITY (Alamo Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* VP Ops | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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

v10 13

**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## RE: Review Of ASG Agreement-Precinct One

**From :** Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
**Subject :** RE: Review Of ASG Agreement-Precinct One 2 attachments
**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
**Reply To :** victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

**Victor M. Garza**
*Assistant District Attorney*
County Affairs Section
**Office of the District Attorney**
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

**********
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

# COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC hereinafter called the "Client", at (site address)
NORTH SAN JUAN WIC CLINIC -- 509 E EARLING SAN JUAN, TX .

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

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

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

| | | | | | |
|---|---|---|---|---|---|
| ☒ Burglar Alarm Monitoring | $20.90 | ☐ Cellular/Radio Service | | ☐ Fire Alarm Maint. (inc. Test&Ins) | |
| ☐ Panic/Hold-Up Monitoring | | ☐ DataLink | | ☐ Sprinkler Alarm Maintenance | |
| ☐ Fire Alarm Monitoring | | ☐ Burglar Alarm Maintenance | | ☐ Sprinkler Test & Inspect | |
| ☐ Sprinkler Alarm Monitoring | | ☐ Fire Alarm Maintenance | | ☐ Fire Alarm Insp Billed: | |
| ☐ Elevator Monitoring | | ☐ Access Control Maintenance | | | |
| ☐ ASG Connect | | ☐ Video Surveillance System Maint | | ☐ FA Sens Test Billed. | |
| ☐ ASG Video | | ☒ Opening/Closing Log Only | | | |
| ☐ ASG Managed Access | | ☐ Opening/Closing w/Schedules | | ☐ Other: | |
| | | ☐ O/C Reports | | ☐ Administration Fee* | $3.99 |

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

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

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

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 20.90 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

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

**Schedule of Equipment to be Installed**

See Attachment: AMENDMENT TO AGREEEMENT

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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


AL: 13-1577 | FL: EC13000420 | NC: NCASLB: 1961-CSA; 20653-SP-LV | OK: 1036, TNT Security 1882 | TX: B11180; ACR-2342, ECR-1767, HCR-410, San Angelo Security-B17807
AR: E-M 20130041 | GA: LVA205886 | NJ: 34BF00000300; 661309 | OR: PSID57714 | UT: 6305317-6501
CA: 7361 | LA: F1899 USA Fire & Burglar-F1733 | NM: 373583 | PA: PA062390 | VA: 11-3605; 2705 098251A
DC: EC2901543 | MA: 1609C; SS CO 000986 | NV: 1200305980 | RI: 4820,TSC-1848 | WV: WV043575
DE: 02-71; FAL-0221, FAL-0286 | MD: 107-714 | OH: 53 89 1670 | SC: BAC-13313 | Other License #: _____

*In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.*
*In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4701 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.*


**THIS IS A CONTRACT - READ ALL PAGES CAREFULLY**

v:0.13

4. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances to the system, as herein contained for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System. Delay of Installation. Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections. Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following; (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9 2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9 1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an rescheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection devices, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screws and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper-with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other casualtrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payments as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer. Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance, monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system. Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modification; Altercation; Waivers.This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ _____ Initial v10.13

ASG SECURITY

# Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

NORTH SAN JUAN WIC CLINIC — 509 E EARLING SAN JUAN, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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

v10.13

**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## RE: Review Of ASG Agreement-Precinct One

**From :** Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
**Subject :** RE: Review Of ASG Agreement-Precinct One 2 attachments
**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
**Reply To :** victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

**Victor M. Garza**
*Assistant District Attorney*
County Affairs Section
**Office of the District Attorney**
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

**********
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

# COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC hereinafter called the "Client", at (site address)
ALTON WIC CLINIC #2 3519 W MAIN AVE STE B MISSION, TX

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

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

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

| | | | | | |
|---|---|---|---|---|---|
| ☒ Burglar Alarm Monitoring | $19.00 | ☐ Cellular/Radio Service | | ☐ Fire Alarm Maint. (inc. Test&Ins) | |
| ☐ Panic/Hold-Up Monitoring | | ☐ DataLink | | ☐ Sprinkler Alarm Maintenance | |
| ☐ Fire Alarm Monitoring | | ☐ Burglar Alarm Maintenance | | ☐ Sprinkler Test & Inspect | |
| ☐ Sprinkler Alarm Monitoring | | ☐ Fire Alarm Maintenance | | ☐ Fire Alarm Insp Billed: | |
| ☐ Elevator Monitoring | | ☐ Access Control Maintenance | | | |
| ☐ ASG Connect | | ☐ Video Surveillance System Maint. | | ☐ FA Sens Test Billed: | |
| ☐ ASG Video | | ☐ Opening/Closing Log Only | | | |
| ☐ ASG Managed Access | | ☐ Opening/Closing w/Schedules | | ☐ Other: | |
| | | ☐ O/C Reports | | ☐ Administration Fee* | $3.99 |

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

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

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

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 19.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

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

**Schedule of Equipment to be Installed**

See Attachment: AMENDMENT TO AGREEEMENT

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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


AL: 13-1577; AR: E-M 20130041; CA: 7261; DC: ECS901543; DE: 02-71; FL: EC13000420; GA: LVA205886; LA: F1839, LSA Fire & Burglar F1733; MA: 1824C; 55 CO 000986; FAL-0286; MD: 107-714; NC: NCASLB: 1961-CSA; 30653-SP-LV; NJ: 34BF00000500; 661309; NM: 373983; NY: 12000309980; OH: 53 89 1670; OK: 1036, TNT Security-1882; OR: PSID57714; PA: PA063390; RI: 4820, TSC-1848; SC: BAC-13313; TX: B11189; ACR-3242; ECR-1767; HCR-410, San Angelo Security-B17807; UT: 6305217-6501; VA: 11-3605; 2705 098253A; WV: WV043575; Other License #: _____

*In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78773-0422, 512-424-7710.*
*In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4701 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.*


**THIS IS A CONTRACT - READ ALL PAGES CAREFULLY**

v10.13

4. Change to the System: Cost of Repairs: Additional Protection: Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery charges, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both malcreance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following; (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or submarine fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balances, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company Is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding. (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ _____ Initial

ASG SECURITY

# Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

ALTON WIC CLINIC #2 3519 W MAIN AVE STE B MISSION, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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

v10 13

**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## RE: Review Of ASG Agreement-Precinct One

**From :** Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
**Subject :** RE: Review Of ASG Agreement-Precinct One 2 attachments
**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
**Reply To :** victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

**Victor M. Garza**
*Assistant District Attorney*
County Affairs Section
**Office of the District Attorney**
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

**********
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

# COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC hereinafter called the "Client", at (site address)
MISSION CLINIC #2 722 N BREYFOGGLE RD MISSION, TX

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

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

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

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| ☒ | Burglar Alarm Monitoring | $19.00 | ☐ | Cellular/Radio Service | | ☐ | Fire Alarm Maint. (inc. Test&Ins) | |
| ☐ | Panic/Hold-Up Monitoring | | ☐ | DataLink | | ☐ | Sprinkler Alarm Maintenance | |
| ☐ | Fire Alarm Monitoring | | ☐ | Burglar Alarm Maintenance | | ☐ | Sprinkler Test & Inspect | |
| ☐ | Sprinkler Alarm Monitoring | | ☐ | Fire Alarm Maintenance | | ☐ | Fire Alarm Insp Billed: | |
| ☐ | Elevator Monitoring | | ☐ | Access Control Maintenance | | | | |
| ☐ | ASG Connect | | ☐ | Video Surveillance System Maint. | | ☐ | FA Sens Test Billed: | |
| ☐ | ASG Video | | ☐ | Opening/Closing Log Only | | | | |
| ☐ | ASG Managed Access | | ☐ | Opening/Closing w/Schedules | | ☐ | Other: | |
| | | | ☐ | O/C Reports | | ☐ | Administration Fee* | $3.99 |

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

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

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

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 19.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

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

**Schedule of Equipment to be Installed**

See Attachment: AMENDMENT TO AGREEEMENT

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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

AL: 13-1577; AR: E-M 20130041; CA: 7261; DC: ES5901543; DE: 01-71; FL: EC13000420; GA: LVA205886; LA: F1899, USA Fire & Burglar-F1733; MA: 16082; SS CO 000986; MD: 107-714; NC: NCASLB: 1961-CSA; 20653-SP-LV; NJ: 34BF00000500; 661309; NM: 373983; NY: 12000309980; OH: 53 89 1670; OK: 1036, TNT Security-1882; OR: PSID57714; PA: PA062350; RI: 4820, PSC-1848; SC: BAC-13313; TX: B11180; ACR-2242; ECR-1767; HCR-410, San Angelo Security-B17837; UT: 6305217-6501; VA: 11-3605; 2705 098253A; WV: WV043575; Other License #: _____

*In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.*
*In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.*

**THIS IS A CONTRACT - READ ALL PAGES CAREFULLY**

v10.12

4. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later, and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in each year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises, that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire department should the police or fire department be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and that liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ ____Initial

ASG SECURITY

# Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

MISSION CLINIC #2 722 N BREYFOGGLE RD MISSION, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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

v10.13

**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## RE: Review Of ASG Agreement-Precinct One

**From :** Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
**Subject :** RE: Review Of ASG Agreement-Precinct One 2 attachments
**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
**Reply To :** victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

**Victor M. Garza**
*Assistant District Attorney*
County Affairs Section
**Office of the District Attorney**
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
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# COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC hereinafter called the "Client", at (site address)
ALAMO WIC CLINIC #2 1429 S TOWER RD ALAMO, TX .

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

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

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

| | | | | | |
|---|---|---|---|---|---|
| ☒ Burglar Alarm Monitoring | $15.00 | ☐ Cellular/Radio Service | | ☐ Fire Alarm Maint. (inc. Test&Ins) | |
| ☐ Panic/Hold-Up Monitoring | | ☐ DataLink | | ☐ Sprinkler Alarm Maintenance | |
| ☐ Fire Alarm Monitoring | | ☐ Burglar Alarm Maintenance | | ☐ Sprinkler Test & Inspect | |
| ☐ Sprinkler Alarm Monitoring | | ☐ Fire Alarm Maintenance | | ☐ Fire Alarm Insp Billed: | |
| ☐ Elevator Monitoring | | ☐ Access Control Maintenance | | | |
| ☐ ASG Connect | | ☐ Video Surveillance System Maint. | | ☐ FA Sens Test Billed: | |
| ☐ ASG Video | | ☐ Opening/Closing Log Only | | | |
| ☐ ASG Managed Access | | ☐ Opening/Closing w/Schedules | | ☐ Other: | |
| | | ☐ O/C Reports | | ☐ Administration Fee* | $3.99 |

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

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

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

2C. Monthly Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 15.60 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

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

**Schedule of Equipment to be Installed**

See Attachment: AMENDMENT TO AGREEEMENT

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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

AL: 18-1577 | FL: EC13000420 | NC: NCASLB: 1961-CSA; 20653-SP-LV | OK: 1036, TNT Security-1882 | TX: B11180; ACR-2242; ECR-1767; HCR-410, San Angelo Security-B17807
AR: E-M 20135041 | GA: LVA205886 | NJ: 34BF00000500; 661309 | OR: PSID57714 | UT: 6305217-6501
CA: 7261 | LA: F1899, USA Fire & Burglar-F1733 | NM: 373983 | PA: PA062390 | VA: 11-3605, 2705 098253A
DC: EC3901543 | MA: 16960, SS CO 000986 | NY: 12000309980 | RI: 4820,TSC 1848 | WV: WV043575
DE: 02-71; FAL-0221, FAL-0286 | MD: 107-716 | OH: 53 89 1670 | SC: BAC-13313 | Other Licenses #: _____

*In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78773-0422, 512-424-7710.*
*In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.*

**THIS IS A CONTRACT - READ ALL PAGES CAREFULLY**

v10.13

4. Change to the System: Cost of Repairs: Additional Protection: Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System. Delay of Installation. Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interrupted of service due to any such cause may continue.

7A. Service Inspections. Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients

7B. Limited Warranty (System Purchased): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals. Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administrative fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel. Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment. Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection devices, bell boxes and control's shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that this installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges. Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer. Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises, that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damages, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards. Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement: Modifications: Alterations: Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ ____ Initial v10.13

ASG SECURITY

# Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

ALAMO WIC CLINIC #2 1429 S TOWER RD ALAMO, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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

v10.13

**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## RE: Review Of ASG Agreement-Precinct One

**From :** Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
**Subject :** RE: Review Of ASG Agreement-Precinct One 2 attachments
**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
**Reply To :** victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

**Victor M. Garza**
*Assistant District Attorney*
County Affairs Section
**Office of the District Attorney**
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

**********
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

# COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC hereinafter called the "Client", at (site address)
HIDALGO PUBLIC HEALTH 702 E TEJANO HIDALGO, TX .

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

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

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

| | | | | | |
|---|---|---|---|---|---|
| ☒ Burglar Alarm Monitoring | $18.70 | ☐ Cellular/Radio Service | | ☐ Fire Alarm Maint. (inc. Test&Ins) | |
| ☐ Panic/Hold-Up Monitoring | | ☐ DataLink | | ☐ Sprinkler Alarm Maintenance | |
| ☒ Fire Alarm Monitoring | $8.80 | ☐ Burglar Alarm Maintenance | | ☐ Sprinkler Test & Inspect | |
| ☐ Sprinkler Alarm Monitoring | | ☐ Fire Alarm Maintenance | | ☐ Fire Alarm Insp Billed: | |
| ☐ Elevator Monitoring | | ☐ Access Control Maintenance | | | |
| ☐ ASG Connect | | ☐ Video Surveillance System Maint. | | ☐ FA Sens Test Billed: | |
| ☐ ASG Video | | ☐ Opening/Closing Log Only | | | |
| ☐ ASG Managed Access | | ☐ Opening/Closing w/Schedules | | ☐ Other: | |
| | | ☒ O/C Reports Monthly | $16.50 | ☐ Administration Fee* | $3.99 |

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

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

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

2C. Monthly Services: (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 44.00 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

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

**Schedule of Equipment to be Installed**

See Attachment. AMENDMENT TO AGREEEMENT

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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

AL: 13-1577; AR: E-M 20130041; CA: 7361; DC: BC5901543; DE: 02-71, FAL-0221; FAL-0286; FL: EC13000420; GA: LVA205886; LA: F1899, USA Fire & Burglar-F1733; MA: 1608C; SS CO 000986; MD: 107-714; NC: NCASLB. 1961-CSA; 23653-SP-LV; NJ: 34BF00000500; 6613O9; NM: 373983; NY: 12000309980; OH: 53 89 1670; OK: 1036, 7747 Security-1882; OR: PSID57714; PA: PA062390; RI: 4820,TSC-1848; SC: BAC-13313; TX: B11180, ACR-2142, ECR-1767; HCR-410, San Angelo Security-B17807; UT: 6305217-6501; VA: 11-3605; 2705 098253A; WV: WV043575; Other License #: _____

*In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78573-0422, 512-424-7710.*
*In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.*

**THIS IS A CONTRACT - READ ALL PAGES CAREFULLY**

v10.13

4. Change to the System: Cost of Repairs: Additional Protection: Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance claims.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises, that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences therefrom which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert, (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligations herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250 00) Dollars, whichever is lesser, and this liability shall be exclusive, and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provision: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notice: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supercedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client _____ ____Initial v10.11

ASG SECURITY

# Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

HIDALGO PUBLIC HEALTH 702 E TEJANO HIDALGO, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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

v10.13

**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## RE: Review Of ASG Agreement-Precinct One

**From :** Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
**Subject :** RE: Review Of ASG Agreement-Precinct One 2 attachments
**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
**Reply To :** victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

**Victor M. Garza**
*Assistant District Attorney*
County Affairs Section
**Office of the District Attorney**
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

**********
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

# COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC hereinafter called the "Client", at (site address)
DONNA PUBLIC HEALTH CENTER 301 S 8TH STREET -- DONNA, TX .

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

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

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

| | | | | | |
|---|---|---|---|---|---|
| ☒ Burglar Alarm Monitoring | $20.57 | ☐ Cellular/Radio Service | | ☐ Fire Alarm Maint. (inc. Test&Ins) | |
| ☐ Panic/Hold-Up Monitoring | | ☐ DetaLink | | ☐ Sprinkler Alarm Maintenance | |
| ☐ Fire Alarm Monitoring | | ☐ Burglar Alarm Maintenance | | ☐ Sprinkler Test & Inspect | |
| ☐ Sprinkler Alarm Monitoring | | ☐ Fire Alarm Maintenance | | ☐ Fire Alarm Insp Billed: | |
| ☐ Elevator Monitoring | | ☐ Access Control Maintenance | | | |
| ☐ ASG Connect | | ☐ Video Surveillance System Maint. | | ☐ FA Sens Test Billed: | |
| ☐ ASG Video | | ☐ Opening/Closing Log Only | | | |
| ☐ ASG Managed Access | | ☐ Opening/Closing w/Schedules | | ☐ Other: | |
| | | ☐ O/C Reports Monthly | | ☐ Administration Fee* | $3.99 |

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

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

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

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 20.57 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually, ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

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

**Schedule of Equipment to be Installed**

See Attachment: AMENDMENT TO AGREEEMENT

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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

AL: 13-1577; AR: E-M 20130041; CA: 7261; DC: BCS901543; DE: 02-71; FAL-0221; FAL-0286 MD: 107-714; FL: EO13000420; GA: LVA205886; LA: F1899, USA Fire & Burglar-F1733; MA: 1608C, S3 CO 000986; NC: NCASLB: 1961-CSA, 20653-SP-LV; NJ: 34BF00000500; 661309; NM: 373983; NY: 12000309980; OH: 53 89 1670; OK: 1036, TNT Security-1882; OR: PSID57714; PA: PA063390; RI: 4E20,TSC-1548; SC: BAC-13313; TX: B11160; ACR-2342, ECR-1767, HCR-410, San Angelo Security-B17807; UT: 6362217-6501; VA: 11-3605; 2705 098253A; WV: WV043575; Other License #: _____

*In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78752-4422, 512-424-2708.*
*In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4701 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.*

**THIS IS A CONTRACT - READ ALL PAGES CAREFULLY**

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4. Changes to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (burglar, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his meters, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, sewer damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client. (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdictions governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to the equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Recovered Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as herein above set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any term or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ ____ Initial v10 13

ASG SECURITY

# Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

DONNA PUBLIC HEALTH CENTER 301 S 8TH STREET – DONNA, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* | *Date* |
| *Company Authorized Signature* | *Client's Name* HIDALGO COUNTY WIC CLINIC | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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

v10 13

**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## RE: Review Of ASG Agreement-Precinct One

**From :** Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
**Subject :** RE: Review Of ASG Agreement-Precinct One 2 attachments
**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
**Reply To :** victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

**Victor M. Garza**
*Assistant District Attorney*
County Affairs Section
**Office of the District Attorney**
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

**********
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

# COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC hereinafter called the "Client", at (site address) WESLACO WIC CLINIC 417 S OREGON AVE WESLACO, TX .

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

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

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

| | | | | | |
|---|---|---|---|---|---|
| ☒ Burglar Alarm Monitoring | $20.90 | ☐ Cellular/Radio Service | | ☐ Fire Alarm Maint. (inc. Test&Ins) | |
| ☐ Panic/Hold-Up Monitoring | | ☐ DataLink | | ☐ Sprinkler Alarm Maintenance | |
| ☐ Fire Alarm Monitoring | | ☐ Burglar Alarm Maintenance | | ☐ Sprinkler Test & Inspect | |
| ☐ Sprinkler Alarm Monitoring | | ☐ Fire Alarm Maintenance | | ☐ Fire Alarm Insp | |
| ☐ Elevator Monitoring | | ☐ Access Control Maintenance | | Billed: | |
| ☐ ASG Connect | | ☐ Video Surveillance System Maint. | | ☐ FA Sens Test | |
| ☐ ASG Video | | ☐ Opening/Closing Log Only | | Billed: | |
| ☐ ASG Managed Access | | ☐ Opening/Closing w/Schedules | | ☐ Other: | |
| | | ☐ O/C Reports Monthly | | ☐ Administration Fee* | $3.99 |

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

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

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

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 20.90 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually, ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

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

**Schedule of Equipment to be Installed**

See Attachment: AMENDMENT TO AGREEMENT

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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

AL: 13-1577; AR: E-M 20130041; CA: 7161; DC: EC2901543; DE: 02-71; FAL-0221, FAL-0286; FL: EC13000420; GA: LVA205886; LA: F1899, USA Fire & Burglar-F1733; MA: 1606C, SS CO 000986; MD: 107 714; NC: NCASLB: 1961-CSA; 20633-SP-LV; NJ: 34BF00000530; 661309; NM: 373983; NY: 12000309980; OH: 53 89 1670; OK: 1036, TNT Security-1882; OR: PSID57714; PA: PA062390; RI: 4820,TSC-1848; SC: BAC-13113; TX: B11180; ACR-2242; BCR-1767; HCR-410, San Angelo Security-B17807; UT: 6305217-6501; VA: 11-1602; 2705 092253A; WV: WV043575; Other Licenses #: _____

*In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78752-4422, 512-424-7710.*
*In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4901 Glenwood Ave, Suite 260, Raleigh, NC 27612 919-788-5320.*

**THIS IS A CONTRACT - READ ALL PAGES CAREFULLY**

v10.13

4. Change to the System: Cost of Repairs: Additional Protection: Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureaus, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system summarized on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his means, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery changes, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required on the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligation hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client; (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied to Company in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client's system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non auto-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1). If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list correct. If Opening and Closing Schedules are included in the Client's service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment, Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to those charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises; that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client _____ Initial v10.13

ASG SECURITY

# Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

WESLACO WIC CLINIC 417 S OREGON AVE. WESLACO, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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

v10.13

**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## RE: Review Of ASG Agreement-Precinct One

**From :** Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
**Subject :** RE: Review Of ASG Agreement-Precinct One 2 attachments
**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
**Reply To :** victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

**Victor M. Garza**
*Assistant District Attorney*
County Affairs Section
**Office of the District Attorney**
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

**********
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

# COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

ASG SECURITY (Alarm Security Group LLC)

Local ASG Office
314 Ash Street
McAllen, Texas 78501

Customer Billing Information
HIDALGO COUNTY LOCATIONS

THIS AGREEMENT made this 23RD day of OCTOBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC CLINIC hereinafter called the "Client", at (site address)
PROGRESO WIC CLINIC 510 N FM 1015 PROGRESO, TX

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

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

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

| | | | | | |
|---|---|---|---|---|---|
| ☒ Burglar Alarm Monitoring | $25.75 | ☐ Cellular/Radio Service | | ☐ Fire Alarm Maint. (inc. Test&Ins) | |
| ☐ Panic/Hold-Up Monitoring | | ☐ DataLink | | ☐ Sprinkler Alarm Maintenance | |
| ☐ Fire Alarm Monitoring | | ☐ Burglar Alarm Maintenance | | ☐ Sprinkler Test & Inspect | |
| ☐ Sprinkler Alarm Monitoring | | ☐ Fire Alarm Maintenance | | ☐ Fire Alarm Insp Billed: | |
| ☐ Elevator Monitoring | | ☐ Access Control Maintenance | | | |
| ☐ ASG Connect | | ☐ Video Surveillance System Maint. | | ☐ FA Sens Test Billed: | |
| ☐ ASG Video | | ☐ Opening/Closing Log Only | | | |
| ☐ ASG Managed Access | | ☐ Opening/Closing w/Schedules | | ☐ Other: | |
| | | ☐ O/C Reports Monthly | | ☐ Administration Fee* | $3.99 |

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

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

2B. **If Company Owned System:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $_____ for installation plus tax (if applicable) and the sum of $_____ per month plus tax (if applicable), payable ☐ monthly; ☐ quarterly, ☐ semi-annually; ☐ annually ("payment cycle") in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of installation, for a period of five (5) years from the date service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9 0). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. *A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

2C. **Monthly Services:** (i) The Client hereby agrees to pay the Company, its agents or assigns the sum of $ 25.75 Service/Monitoring Fee plus tax (if applicable) per month, payable ☒ monthly; ☐ quarterly; ☐ semi-annually; ☐ annually ("payment cycle"), in advance on the first day of the said payment cycle, commencing with the payment cycle following completion of the installation for a period of five (5) years from the date the service commences. The total monthly charge is subject to increase as set forth in subparagraphs (9.0), (9.1), (9.2) and (9.3). In addition, together with the first monthly payment, Client shall pay the pro rata share of the monthly charge for the month in which service commenced. (ii) At the expiration of the initial five (5) years period, this Agreement shall be automatically renewable for periods of two (2) years each, the first of such renewal periods to commence upon the date of the expiration of this Agreement, unless either party shall notify the other, in writing, not less than thirty (30) days prior to the expiration of the original agreement or the expiration of any renewal periods, of the desire to terminate this Agreement. Upon renewal, the Client shall continue to pay the current billing amount including any increases that may have occurred during the original term of this Agreement, according to the terms and conditions as set forth in this Agreement. A monthly administration fee shall apply for both monthly and quarterly invoiced Clients (non-ACH or non-automatic credit card or bank draft payments).

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

**Schedule of Equipment to be Installed**

See Attachment: AMENDMENT TO AGREEMENT

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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


AL: 13-1577 | FL: EG13000430 | NC: NCASLB: 1961-CSA; 20653-SP-LV | OK: 1036, TNT Security-1882 | TX: B11180; ACR-2242; ECR-1767; HCR-410, San Angelo Security-B17807
AR: E-Ad 20130041 | GA: LVA305886 | NJ: 34BP00000900; 661309 | OR: PSID37714 | UT: 6302217-6501
CA: 7261 | LA: F1899, USA Fire & Burglar-F1733 | NM: 373983 | PA: PA062390 | VA: 11-3605; 2705 09025SA
DC: ECS901543 | MA: 1608C; SS/CO 000986 | NY: 12000309990 | RI: 4820,ESC-1848 | WV: WV043575
DE: 02-71; FAL-2221; FAL-0266 | MD: 107-714 | OH: 53 89 1670 | SC: BAC 13313 | Other Licenses #:

*In the State of Texas, Company is licensed and regulated by the Texas Department of Public Safety, Private Security Bureau. Complaints may be directed to: 5805 North Lamar Blvd., Austin, TX 78773-0422, 512-424-7710.*
*In the State of North Carolina, Company is licensed and regulated by the Alarm Systems Licensing Board. Complaints may be directed to: 4901 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.*


**THIS IS A CONTRACT - READ ALL PAGES CAREFULLY**

v12.15

4. Change to the System; Cost of Repairs; Additional Protection; Risk of Loss: The cost of any additions, changes and variances in the system, as herein contracted for or as originally installed, made at the request of or made necessary or required by Client's action, or which may be demanded by any governmental agency or insurance interest or inspection and rating bureau, are to be paid by Client. CLIENT ACKNOWLEDGES THAT CLIENT HAS CHOSEN THE SYSTEM AND THAT ADDITIONAL PROTECTION IS AVAILABLE AND MAY BE OBTAINED FROM COMPANY OVER AND ABOVE THAT PROVIDED HEREIN, AT AN ADDITIONAL COST TO CLIENT. All risk of loss or damage to the system shall be borne exclusively by Client whose obligations hereunder shall not be diminished by any such loss or damage.

5. Permit to Operate System: Client acknowledges that in some local areas it is a requirement to obtain a permit or license to operate a system (intrusion, fire, access control, CCTV). Client agrees to obtain any permit that might be required, and the Client acknowledges that the cost, if any of the permit or license will be that of the Client's along with any additional charges that might be imposed on the Client. Client acknowledges that if a permit or license is not obtained, or the permit or license number is not provided to the Company, no dispatch to an emergency signal may be the result, and/or a fine from the local response agency may apply, which will be at the sole cost to the Client. Client agrees to maintain any permit or license during the term of this Agreement and for any automatic renewals of this Agreement.

6. Installation of System, Delay of Installation, Interruption of Service: Client authorizes and empowers Company to install or cause to be installed the protective system enumerated on the Schedule of Protection. Client agrees that the work of installation shall be performed on weekdays only between the hours of 9:00 a.m. and 5:00 p.m., unless the Client directs otherwise, in which case, the Client hereby agrees to pay Company any resulting increased cost for installation. Should Company be forced to subcontract any portion of the installation due to any trade union jurisdiction dispute, the additional cost caused by such subcontracting shall be paid by the Client. Client authorizes use of electrical outlets required and necessary current through his motors, at his expense. Client shall, at his own expense, make any necessary repairs or changes to Client's premises, as requested by Company, and access to all needed areas, to facilitate the installation and operation of the system. Any error or omission in the construction or installation of the system must be called to the attention of the Company, in writing, within thirty (30) days after completion of installation. Otherwise, the installation shall be deemed totally satisfactory to and accepted by Client. Company assumes no liability for delay in installation of the equipment, or for interruption of service due to strikes, riots, floods, storms, earthquakes, fires, power failures, insurrection, interruption or unavailability of telephone service to Client while interruption of service due to any such cause may continue.

7A. Service Inspections, Cost of Repairs: Client authorizes and empowers Company to maintain and service the aforesaid system to make any necessary inspections, tests and repairs as required. In the case of fire alarm protection, Client will notify Company in writing of any change in its fire rating bureau or agency. If maintenance service has been contracted for, repairs necessitated by ordinary wear and tear shall be at Company's expense excluding battery charges, damages caused by the Client or third party, or damages caused by Acts of God (lightning, power surges, water damage or similar non-equipment failure), which shall be separately billed, and shall be performed as soon as reasonably possible after receipt of notice by Company from Client. Client shall be responsible for testing system monthly and informing company of any needed repairs. If time and material service has been requested, any necessary repairs shall be charged to Client at the Company's then prevailing labor and material rates. All necessary inspections, tests, or service calls which may be required as the part of the Company shall be performed between the hours of 9:00 am and 5:00 pm on normal business days. Client acknowledges the Company's obligations hereunder relates solely to the maintenance or repair of the specified system and that Company is in no way obligated to insure the operation of the system or to maintain or service Client's property or the property of others to which Company's system is connected. Client is responsible for paying all local, municipal and governmental false alarm fines. Trip charges may be applicable for both maintenance and non-maintenance clients.

7B. Limited Warranty (System Purchase): Company warrants the System to be delivered hereunder to be free from defects in material and/or workmanship for a period of ninety (90) days from the date of original installation. Upon expiration of such warranty period, or in the event such goods are subjected to misuse, negligence, alteration, improper repair, or are operated contrary to printed instructions, all warranty and liability of Company shall immediately cease.

If within the period of such warranty, the Client promptly notifies the Company of any claimed defect and it appears to Company that such part or parts are defective, Company will at its option repair such defective part or parts or replace the same with like or similar part or parts. The Company shall be responsible for all transportation and labor charges relating to installation of any replacement part or removal of a defective part.

It is expressly understood that the replacement of such defective part or parts by Company shall constitute the sole remedy of Client and the sole liability of Company, whether on warranty, contract, or negligence, and that Company shall not be liable for any other expense, injury, loss or damage, whether direct, incidental or consequential.

No representative of Company has any authority to waive, alter, vary, or add to the terms hereof without prior approval in writing accepted by an authorized representative of Company. All implied warranties including implied warranties of merchantability or fitness for a particular purpose, shall not exceed in duration the term of this limited warranty.

SOME STATES DO NOT ALLOW LIMITATIONS ON HOW LONG AN IMPLIED WARRANTY LASTS OR THE EXCLUSION OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS MAY NOTAPPLY TO YOU. THISWARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS AND YOU MAYALSO HAVE OTHER RIGHTSWHICH MAY VARY FROMSTATE TO STATE.

8. Response to Alarm Signals, Telephone Line Requirements and System Testing:

(a) Central Station Alarm: If Company has installed a central station alarm, Company or its designee, shall, without warranty, make every reasonable effort to do the following: (1) Upon receipt of a burglar alarm signal, transmit the alarm to headquarters of the local police authority and notify the Client or his designated representative by calling the telephone number supplied to Company in writing by Client, (2) Upon receipt of holdup alarm signal, transmit the alarm to headquarters of the local police authority; (3) Upon receipt of manual, water flow, smoke or automatic fire alarm signal, transmit the alarm to local fire authority and notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client. (4) Upon receipt of a monitoring signal, notify Client or his designated representatives by calling the telephone number supplied to Company in writing by Client; (5) Upon receipt of an audio signal indicating an unauthorized entry into Client's premises, Company's operator will make every reasonable effort to identify the sound, when warranted transmit notice of said signal to the local police authority and notify the Client or his designated representatives by calling the telephone number supplied in writing by Client. In some cases the order or sequence or number of calls made to the Client or Clients designees may be subject to the requirements of local or state jurisdiction governing the Client's site, or the Company.

(b) Police and Fire Department Connected Alarms: Client acknowledges that if the signals transmitted from Client premises will be monitored in municipal police and/or fire departments or other locations, that the personnel of such municipal police and/or fire department or other location that are not agents of Company, the Company shall not assume any responsibility for the manner in which signals are monitored or the response, if any to such signals.

(c) Standard Telephone Lines/Signal Disruption: Client acknowledges that if the system is designed to operate over a standard "Analog" (POTS) telephone line, and in the event the Client's telephone service is out of order, disconnected, transferred to any form of VoIP or other digital, fiber optics or other "non-standard" telephone service or in any other way interrupted, signals from the Client's system may not be received by the Company; and this interruption will not be known by the Company, who shall not be responsible for failure to receive such signals. Client bears responsibility for providing a standard Analog phone line in working order or to notify the Company in the event of transferring phone service to any other non-standard Analog service. Client acknowledges that if a non-standard Analog phone service is established thereby requiring additional monitoring equipment and enhanced communication service, additional installation and monthly monitoring charges will apply in order to modify the Client's system.

(d) System Testing: It is recommended that the Client test the operation of their system which includes transmitting a test signal to the central station at a minimum of every thirty (30) days. Failure to do so could result in the Company being unaware of a phone line interruption which could result in alarm signals not being received at the central station. This monthly test is not a substitute for a specifically designed phone line backup system, but is recommended ensuring a long-term phone line outages or system malfunctions do not occur.

(e) Cellular/Radio/GSM (Wireless) Signal Transmission: Client acknowledges that if Wireless Signal Transmission is utilized as the primary, secondary or exclusive signal transmission, and the Cellular/Radio service is in anyway disrupted, no signal transmission will be received from the Client's site. Additionally, unless 'Opening/Closing' services are selected by the Client, the Client's system is designed to only transmit signals in the event of an emergency (alarm) event. Without the enabling of Opening/Closing services, neither the Company nor the Client can validate if the Client system is in the armed (on) status. The Company shall not be responsible for the failure to receive an emergency (alarm) signal event from the Client's site address.

9. Increase in Monthly Charges: Company shall have the right, at any time, to apply a monthly administrative billing fee (for non state-payment Clients) and/or increase the monthly charges provided herein to reflect increases in federal, state and local taxes, utility charges including telephone company line charges, and municipal fees and charges, which hereinafter are imposed on Company and which relate to the services provided under this Agreement; and Client agrees to pay such increased monthly charges.

9.1 In addition, to the increases set forth above, but no more often than once during any twelve month period Company shall also have the right to increase the monthly charges called for during the term of this agreement by a percentage equal to 1.5 times the percentage increase in the Department of Labor Consumer Price Index, (all items), since the effective date of this Agreement or since the date of the last such increase pursuant to this sub-paragraph (9.1), whichever date is later; and Client agrees to pay such increased monthly charges.

9.2 As an alternative to sub-paragraph (9.1), but not more than once during any twelve month period, the Company shall have the option to increase the monthly charges provided herein by a percentage not to exceed 20% per year since the date of the last such increase pursuant to this paragraph (9.2). Said 20% per year increase shall be in lieu of all other increases in such year (excluding an administration fee) provided for in sub-paragraph (9.1) If Client objects in writing within thirty (30) days from the effective date of the increase being imposed pursuant to this sub-paragraph (9.2), the Company shall have forty-five (45) days to respond following receipt of such written objection. If Company fails to respond to the Client within forty-five (45) days from the Client's written objection, the increase pursuant to this sub-paragraph (9.2) shall be rescinded. If the Client refuses to accept the imposed increase, the Company may choose to reduce the increase in accordance with sub-paragraph (9.1), which Client agrees to pay. Client's failure to object in writing within the said thirty (30) days from the increase pursuant to this sub-paragraph (9.2) shall constitute the Client's acceptance of the increase.

10. Authorized Personnel, Opening & Closing Schedules: Client agrees to furnish forthwith a written list of the names, titles, residence and cellular telephone numbers of all persons authorized to arrange an unscheduled event and/or authorized to enter or remain on the premises of Client during the regularly scheduled closed period, and/or notified in the event of an alarm. Client agrees to keep such call list current. If Opening and Closing Schedules are included in the Clients service, the Client shall furnish the Company with a written daily/weekly and holiday Opening and Closing Schedule. All changes, revisions and modifications to the above shall be supplied to Company in writing. Failure by the Client to provide the Company with Opening and Closing Schedules shall remove the Client from this service and the only obligation of the Company shall be a refund of the specific charges for this service for up to six (6) months.

11. Title to Equipment; Removal of System (Company Owned System): Client acknowledges and agrees that this Agreement is for the providing of service and that except as hereinafter provided, the major components installed herein, including but not limited to transmitters, detection services, bell boxes and controls shall at all times remain the sole property of Company. Upon the expiration of this Agreement or upon any default as herein set forth, Company is authorized to enter upon premises of Client and to remove all of the Company owned equipment. Removal of Company owned equipment shall be without prejudice to the collection of any and all sums due under the entire contract or extensions or renewals thereof. Client shall, in such event, return the said Company owned equipment to Company in good condition, reasonable wear and tear excepted. If the Client requests for the Company owned equipment to remain in place or refuses to allow the Company to remove the Company owned equipment, the Client acknowledges there will be a charge applied (equipment charge) equal to the current market value for all major components, and the Client agrees to these charges.

Upon completion of the installation, title to all of the non-recoverable equipment, materials, supplies including but not limited to, wire, cable, foil, conduit, screens and the labor for the installation of the system shall vest in the Client. Notwithstanding the foregoing, during the term of this Agreement, Client will not damage, encumber, tamper with or dispose of any portion of this system or permit the system to be damaged, encumbered, taken from the premises, tampered with or repaired by anyone who is not an authorized agent of Company. In the event of loss or damage to any portion of this system, whether owned by the Company or Client, Client agrees to pay Company the reasonable value for the replacement or repair of the Company owned equipment or the installation on the Client's premises. Client agrees that the installation of the Company owned equipment does not create a fixture to Client's premises as to that equipment. The Client acknowledges that a Company Owned System does not include maintenance/repair service; if required/requested it is available for an additional monthly charge.

12. Suspension or Cancellation of this System/Service: This Agreement may be suspended or canceled, without notice at the option of Company, if Company's or Client's premises or equipment is destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event Company is unable to render service as a result of any action by any governmental agency.

13. Delinquency & Reconnect Charges, Interest Charges: In the event the payment due hereunder is more than ten (10) days delinquent, Company may impose and collect a delinquency charge of 1.50% per month (18% per annum), or the highest amount under law, whichever is less, of the amount of the delinquency. Client acknowledges and agrees that the delinquent payment or nonpayment of the amounts due hereunder may be deemed by the Company to be a material breach of contract on the part of Client, and, at Company's option, in addition to all other legal remedies available, shall excuse it from further performance under this Agreement, upon the giving of ten (10) days written notice to Client. Company's excuse from performance shall not affect its right to recover all amounts owing pursuant to this Agreement including damages from Client or to recover Company owned equipment from Client's premises. If the system is deactivated because of Client's past due balance, and if Client desires to have system reactivated, Client agrees to pay in advance to Company a reconnect charge to be fixed by Company in reasonable amount.

14. Change in Ownership of Client's Premises: Client acknowledges that the sale or transfer of Client's premises shall not relieve Client of his duties and obligations under this Agreement. Client may not assign this Agreement or permit anyone to take subject to this Agreement without written consent of the Company.

15. Assignee/Subcontractors of Company: Company shall have the right to assign this Agreement to any other person, firm or corporation without notice to Client and shall have the further right to subcontract any installation and/or services, including monitoring, which it may perform. Client acknowledges that this Agreement, and particularly those paragraphs relating to Company's disclaimer of warranties, maximum liability, limitation of liability, and third party indemnification, inure to the benefit of and are applicable to any assignees and/or subcontractors, and they bind Client with respect to said assignees and/or subcontractors with the same force and effect as they bind Client to Company.

16. Default by Client: If the Client fails to make any payment as agreed herein, or becomes insolvent, or makes an assignment for the benefit of creditors, or a petition is filed by or against the Client under the Bankruptcy Act or any amendment thereto, including a petition for reorganization, arrangement or extension, or if any representation, warranty or financial information made or submitted by Client shall be untrue or unperformed in any material respect, or if Client defaults hereunder in any other respect, the entire amount due under this Agreement for the balance of the Agreement period shall become immediate due and payable.

In the case of a Company Owned System, the Client hereby consents, in the event of default or non-renewal of this Agreement, to the Company immediately entering the aforesaid premises or any other premises where the property of said Company may be located for the purpose of removing the equipment belonging to the Company. Upon the expiration of this Agreement or any renewal thereof, or upon the happening of any other contingency set forth herein, the Company may immediately enter said premises and remove the equipment with or without process of law and without liability for damage to person or property arising out of such entry or taking of possession. Removal of the equipment by the Company shall not be considered to constitute a waiver of any of its rights under the terms of this Agreement, nor shall the Company be liable for any normal damage caused to the premises by installation or removal of its equipment. Client acknowledges and agrees that the equipment of which the system is composed is totally interchangeable with Company's inventory, and therefore the Company has no obligation to place or use said equipment in any other system before using any of its other inventory, nor any obligation to account for or credit Client with the value of use of any such removed equipment. Company shall not be responsible for damages caused to Client's premises by reason of the removal of the system from Client's premises.

17. Company is Not an Insurer, Limitation of Liability: It is understood and agreed that Company is not an insurer, that insurance, if any, shall be obtained by Client; that the payments provided for herein are based on the value of the service as set forth herein and are unrelated to the value of the Client's property or the property of others located on the Client's premises, that Company makes no guaranty or warranty, including any implied warranty of merchantability or fitness that the equipment or services supplied will avert or prevent occurrences or the consequences there from which the system or service is designed to detect or avert. Client acknowledges that it is impractical and extremely difficult to fix the actual damages, if any, which may proximately result from a failure to perform any of the obligations herein, including, but not limited to installation, service, maintenance or monitoring or the failure of the system to properly operate with resulting loss to Client because of, among other things: (a) The uncertain amount of or value of the Client's property or the property of others kept on the premises which may be lost, stolen, destroyed, damaged or otherwise affected by occurrences which the system or service is designed to detect or avert; (b) The uncertainty of the response time of any police or fire departments should the police or fire departments be dispatched as a result of a signal being received or an audible device sounding; (c) The inability to ascertain what portion, if any, of any loss would be proximately caused by Company's failure to perform or by its equipment to properly operate; (d) The nature of the service to be performed by Company.

Client understands and agrees that if Company should be found liable for personal injury or property loss or damage from failure of Company to perform any of Company's obligation herein, including, but not limited to, installation, maintenance, monitoring, service or the failure or malfunction of the system or equipment in any respect whatsoever, Company's liability shall be limited to a sum equal to the total of six (6) monthly payments or Two Hundred Fifty ($250.00) Dollars, whichever is lesser, and this liability shall be exclusive; and that the provisions of this Section shall apply if loss or damage, irrespective of cause or origin, results directly or indirectly to persons or property from performance or nonperformance of any obligation imposed by this contract or from negligence, active or otherwise of Company, its agents, servants, assigns or employees.

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third person, which losses, damages and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

19. Hazards, Asbestos: You have the affirmative duty to inform us, prior to beginning installation, of every location at the premises where we should not (because of concealed obstructions or hazards such as pipes, wires or asbestos) enter or drill holes. Unless so notified, we will determined where to drill holes and place equipment. We will take reasonable precautions to avoid concealed obstructions, but have no means of determining with certainty if they exist. If asbestos or other health hazardous material is encountered during installation, we will cease work until you have, at your sole expense, obtained clearance from a licensed asbestos removal or hazardous material contractor that continuation of work will not pose any danger to our personnel. In no case shall we be liable for discovery or exposure of hidden asbestos or other hazardous material.

20. Client's Purchase Order: Client acknowledges that if there is any conflict between the Agreement and Client's purchase order or any other document, the Agreement will govern, whether such purchase order or other document is prior or subsequent to this Agreement.

21. Attorney's Fees: In the event it shall become necessary for Company to institute legal proceedings to collect the cost of installation or the monthly service charge as set forth herein, then in such proceeding the unsuccessful party shall pay to the successful party reasonable attorney's fees where permitted by law.

22. Invalid Provisions: In the event any of the terms or provisions of this Agreement shall be declared to be invalid or inoperative, all of the remaining terms and provisions shall remain in full force and effect.

23. Notices: All notices to be given hereunder shall be in writing and may be served, either personally or by mail, postage prepaid.

24. Gender: Whenever the context requires in this Agreement, the masculine gender herein used shall include the feminine and the singular shall include the plural.

25. Paragraph Headings: The paragraph titles used herein are for the convenience of the parties only and shall not be considered in construing the provisions of this Agreement.

26. Prior Agreements: Client warrants and represents that the Client is not under any enforceable agreement with any other party concerning systems of any kind and description installed at the premises and furthermore Client agrees to indemnify and save harmless Company against all claims, demands, suits, expenses and damages by judgment or otherwise, which may now and hereafter be incurred as a result of or arising out of any agreement that Client may have entered into with any party concerning any such systems of every kind and description. Client will pay all sums, including reasonable attorney's fees, for the defense of such claim or suit and reasonable attorney's fees incurred in the enforcement of this indemnity provision.

27. Entire Integrated Agreement; Modification; Alterations; Waiver: This writing is intended by the parties as a final expression of their Agreement and as a complete and exclusive statement of the terms thereof. This signed Agreement supersedes all prior representations, understandings or agreements of the parties both written and verbal and the parties rely only upon the contents of this Agreement in executing it. This Agreement can only be modified by a writing signed by the parties or their duly authorized agent. No waiver of a breach of any item or condition of this Agreement shall be construed to be a waiver of any succeeding breach. Any modifications or alterations to the standard terms and conditions contained herein must be initialed and acknowledged by both parties.

Client: _____ ____ Initial v10.13

ASG SECURITY

# Schedule of Equipment

The Schedule of Equipment outlines the scope of equipment or services to be provided and/or installed, and is hereby part of Commercial Purchase, Lease and Services Agreement dated the 23RD day of OCTOBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC CLINIC ("Client"), located at:

PROGRESO WIC CLINIC 510 N FM 1015 PROGRESO, TX

SCOPE OF WORK / SERVICES TO BE PROVIDED:

Amendment to "18. Third Party Indemnification"

18. Third Party Indemnification: In the event any person, not a party to this Agreement, shall make any claim, or file any lawsuit against Company for any reason relating to Company's duties and obligations pursuant to this Agreement, including but not limited to the design, installation, maintenance, operation or non-operation of the system, to the extent provided for under the Constitution and the Laws of the State of Texas, Client agrees to indemnify, defend and hold Company harmless from any and all claims and lawsuits, including the payment of all damages, expenses, costs and attorney's fees, whether these claims be based upon alleged intentional conduct, active or passive negligence, express or implied contract or warranty, contribution or indemnification, or strict or product liability on the part of Company, its agents, servants, assigns or employees.

This Agreement by Client to indemnify Company against third party claims as hereinabove set forth shall not apply to losses, damages and liability resulting in injury or death to third persons or injury to property of third persons, which losses, damage and liability occur while an employee of Company is on Client's premises and which losses, damages and liability are solely and directly caused by the acts of said employee.

| ASG SECURITY (Alarm Security Group LLC) | Accepted by: | |
|---|---|---|
| *Sales Representative (Print/Signature)* | *Client's Authorized Signature* HIDALGO COUNTY WIC CLINIC | *Date* |
| *Company Authorized Signature* | *Client's Name* | |
| *Title* | *Printed Name* | *Title* |
| *Date* | *Business Telephone* | *Date* |

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

v10.13

**Zimbra** **evangelina.garcia@co.hidalgo.tx.us**

## RE: Review Of ASG Agreement-Precinct One

**From :** Victor M. Garza <victor.garza@da.co.hidalgo.tx.us> Thu, Oct 10, 2013 11:04 AM
**Subject :** RE: Review Of ASG Agreement-Precinct One 2 attachments
**To :** 'Evangelina Garcia' <evangelina.garcia@co.hidalgo.tx.us>
**Reply To :** victor garza <victor.garza@da.co.hidalgo.tx.us>

Ms. Garcia,

Please see attached revised Service Agreement, with the proposed amendment to the indemnification paragraph denoted on page 3. So long as the revised amendment on page 3 is attached to every agreement with ASG, each agreement will is approved as to form.

**Victor M. Garza**
*Assistant District Attorney*
County Affairs Section
**Office of the District Attorney**
Hidalgo County, Texas
100 N. Closner RM 303
Edinburg, Texas 78539
(956) 318-2313 EXT. 3827
(956) 318-2079 FAX
victor.garza@da.co.hidalgo.tx.us

**********
The information contained in this e-mail may be 1.SUBJECT TO THE ATTORNEY-CLIENT PRIVILEGE; 2.ATTORNEY WORK PRODUCT; and/or 3.CONFIDENTIAL. It is intended only for the individual or entity designated above. Any distribution, copying, or use of or reliance upon the information contained in this e-mail by or to anyone other than the recipient designated above by the sender is unauthorized and strictly prohibited. **IF YOU HAVE RECEIVED THIS COMMUNICATION IN ERROR, PLEASE ADVISE THE SENDER BY REPLY E-MAIL TO victor.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
**********

**AI-41962** **Purchasing Department 5. F.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted For: Hon. Guadalupe Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

1. Acceptance and approval for the continuation of the Symantec Backup License support services including agreement as reviewed and approved by legal with Reyna Enterprises Inc. dba CRC through the life term of the program/equipment/software/hardware/maintenance/support services/upgrading/purchases of appurtenances in place by office/department user; and

2. Pursuant to the aforementioned, approval to pay in the amount of $1,095.40 for the continuation of one year services thru assigned requisition #247260 including the signing of required documents by County Judge, Court Member.

BACKGROUND

**Continuation will take care of the Sheriff's backup support should the system go down. The Symantec Software System backs up their daily 911 functions/dispatch, records and law records.**

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 1100-421-00-280-001-0-336

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

BUDGETARY IMPACT:

## Attachments

Documentation

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 11/26/2013 04:04 PM |
| Budget & Management | Obdett Calzada | 11/26/2013 04:11 PM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Vangie Garcia Started On: 11/25/2013 10:08 AM

Final Approval Date: 11/27/2013

# Computer Repair Center

131 E. Pecan Blvd.
McAllen, TX 78501
U.S.A.

Phone: (956) 631-2321
Fax: (956) 631-4696
E-mail: Sales@crc-computers.com
Web Site: www.crc-computers.com

## CUSTOMER SALES INVOICE 00003154

Date: 11/8/2013
Page: 1

### CUSTOMER INFORMATION

Hidalgo County Sheriffs Department
Myra Montoya
711 El Cibolo RD
Edinburg, TX 78539

**00003154**

Your Reference: **quote**
Other Reference: **quote**
Account: Miscellaneous
Business Phone: 956-393-6024
Home Phone: 956-393-6024
Mobile Phone:
Fax:
E-mail:
Ship Via:

| TYPE | CODE / PART NO. | ITEM DESCRIPTION | QUANTITY | PRICE | TOTAL |
|---|---|---|---|---|---|
| Parts | 10665181 | GOV BE 2012 SVR WIN RNWL ESS 1YR S | 1.00 | $244.00 | $244.00 |
| Parts | 11054682 | G DT LAPTOP OPT WIN 1-10 U RNWL ESS | 1.00 | $121.45 | $121.45 |
| Parts | 10665930 | Symantec Backup Exec 2012 Agent for Windows - Essential Support (renewal) ( 1 year ) - 1 server - GOV - Symantec Buying | 5.00 | $145.99 | $729.95 |

### BILLING

| | | |
|---|---|---|
| | Parts: | $1,095.40 |
| | Subtotal: | $1,095.40 |
| C.O.D. | **TOTAL DUE:** | **$1,095.40** |

### NOTICES

**All sales carry a 90 day warranty with CRC from date of purchase, unless otherwise specified on sales invoice. The remaining warranty will be covered by manufacturer of product. Customer's signature acknowledges receipt of all items listed on this document. Please retain this receipt for your records and for warranty purposes. All refunds are subject to a 20% re-stocking fee.**

**Signature:**_____ **Date:**_____

Form SIC-E Copyright © by At Your Service Software, Inc. www.ayssoftware.com

Symantec.

**GOVERNMENT**

**Sales Order #:** 17925228

**For ease of managing your support renewal, please retain this certificate which holds valuable reference information for your renewal transaction inclusive of your Symantec Agreement Number (SAN).**

**Licensing Portal Help Tutorials: https://licensing.symantec.com/acctmgmt/home/Jump.jsp**
These two-minute videos explain how to get license keys for new purchases and version upgrades.

**Global Enterprise Customer Care URL: http://go.symantec.com/callcustomercare**
Contact Customer Care for non-technical licensing-related questions.

**Technical Support URL: http://www.symantec.com/enterprise/support/index.jsp**
Contact Technical Support for technical product-related questions

**Software Download URL: https://fileconnect.symantec.com**
You will need a Serial Number related to your product for access.

**Symantec URL: http://www.symantec.com**
Learn more about Symantec products and services.

**Symantec Licensing Program URL: http://www.symantec.com/business/products/licensing/index.jsp**
Learn more about the benefits of the Buying Program you are participating in.

**Symantec Education Voucher Redemption URL: http://www.symantec.com/business/training/evoucher/**
To access your Education purchase click on the Education Voucher Redemption URL link above, and using the serial number on the face of this certificate, complete the Voucher registration process, then follow the instructions to begin your training.

**Managed Security Services Client Services Team: clientservices@monitoredsecurity.com**
For Managed Security Services related questions, please contact the Client Services Team.

**Symantec.cloud management console URL: https://hostedendpoint.spn.com/**

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Symantec Product is currently prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

Symantec.

# GOVERNMENT

**Sales Order #:** 17925226

Amendment To Symantec End User License Agreement

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6. ENTIRE AGREEMENT. The Certificate and the EULA constitute the entire agreement between the parties pertaining to the subject matter hereof, and supersede any and all written or oral agreements with respect to such subject matter.

Product is subject to the U.S. Export Administration Regulations (EAR) and diversion contrary to U.S. law is prohibited. You agree to comply with all relevant laws, including the U.S. EAR and the laws of any country from which Product is re-exported. All Symantec Product is currently prohibited for export or re-export to Cuba, North Korea, Iran, Syria and Sudan and to any country or its nationals subject to relevant embargo or sanction or to any entity or person for which an export license is required per any relevant restricted party list, without first obtaining a license. Furthermore, You will not use or allow use of Product in connection with chemical, biological, or nuclear weapons, or missiles, drones or space launch vehicles capable of delivering such weapons.

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# SUPPORT

**Sales Order #: 17925228**

Symantec Enterprise Technical Support

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1) Access to technical support provided by telephone on a 24x7 basis; 2) Continuous Efforts Problem Resolution Engineering (available upon request for Severity 1 Cases only); 3)Access to the Symantec technical support website; 4)Delivery of bug fixes and patches; 5) Essential Support includes Content Updates, if applicable, and Upgrade Assurance; 6) Licensee may designate up to six (6) individuals per title of Software for Essential Support to act as liaisons with Symantec Technical Services staff ("Designated Contacts")

2. Basic Maintenance.
1)Access to technical support provided by telephone from 8 a.m. to 6 p.m. during the normal business week of, and in accordance with statutory holidays of, the country where the Software is installed; 2) Access to the Symantec technical support website; 3) Delivery of bug fixes and patches; 4) Basic Maintenance includes Content Updates, if applicable, and Upgrade Assurance; 5) Licensee may designate up to two (2) individuals per title of Software for Basic Maintenance to act as Designated Contacts as defined above.

Definitions:

- Content Updates: Content Updates as used in this Certificate refer to content used by Software that is updated from time to time, including but not limited to: updated anti-spyware definitions for anti-spyware software; updated antispam rules for antispam software; updated virus definitions for antivirus and crimeware products; updated URL lists for content filtering and antiphishing products; updated firewall rules for firewall products; updated vulnerability signatures for vulnerability assessment products; updated policy compliance updates for policy compliance software; updated lists of authenticated web pages for web site authentication software; and updated intrusion detection data for intrusion detection products, (if applicable) Content Updates means the right to use Content Updates to the Software as they become generally available to Symantec's end user customers except for those Content Updates that are only available through purchase of a Content Updates Subscription. Symantec reserves the right to designate specified Content Updates as requiring purchase of a Content Updates Subscription at any time and without notice to Licensee; provided, however, that if Licensee purchases support hereunder that includes particular Content Updates on the issue date set forth on the face of this Certificate, Licensee will not have to pay an additional fee to continue receiving such Content Updates through the end date set forth on the face of this Certificate, even if Symantec designates such Content Updates as requiring a Content Updates Subscription.
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- Support Policies: The support service(s) will be provided in accordance with Symantec's Enterprise Technical Support Policy and other support policies which may be revised and updated by Symantec from time to time without notice to Licensee. Please refer to www.symantec.com/enterprise/support/support_policies.jsp for copies of such policies. Under Symantec's Enterprise Technical Support Policy, support services may be discontinued for certain Software or a particular version of Software prior to the end date set forth on the face of this Certificate.
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- Support Services Warranty: Symantec warrants, for a period of thirty (30) days from the date of performance of support services under this Certificate, that such support services will be performed in a manner consistent with generally accepted industry standards. For support services not performed as warranted in this provision, and provided Licensee has reported such non-conformance to Symantec within thirty (30) days of performance of such non-conforming support services, Symantec will, at its discretion, either correct any nonconforming support services or refund the relevant fees paid for the nonconforming support services.

THIS IS LICENSEE'S EXCLUSIVE REMEDY AND SYMANTEC'S SOLE LIABILITY ARISING IN CONNECTION WITH THE SUPPORT SERVICES WARRANTY DESCRIBED IN THIS SECTION.
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**Tanya.Delira**

**From:** Darlene Betancourt [darlene.betancourt@co.hidalgo.tx.us]
**Sent:** Tuesday, August 28, 2012 3:18 PM
**To:** 'Tanya.Delira'
**Subject:** FW: CRC Agreement (220650)

See Mr. Crain's approval

Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

**From:** Steve Crain [mailto:scrain@atlashall.com]
**Sent:** Tuesday, August 28, 2012 2:49 PM
**To:** 'Darlene Betancourt'
**Subject:** RE: CRC Agreement (220650)

Darlene: I used a magnifying glass and was able to read the document. The document is fine.

**From:** Darlene Betancourt [mailto:darlene.betancourt@co.hidalgo.tx.us]
**Sent:** Tuesday, August 28, 2012 1:25 PM
**To:** scrain@atlashall.com
**Subject:** FW: CRC Agreement (220650)

Good Afternoon Mr. Crain

As a result of Ms. Marty absence, I have attached you will find an agreement for the Sheriffs Office for your review and comments.

Should you have any questions, do not hesitate to contact me. Thank you

Respectfully,
Darlene H. Betancourt, CPPB
Hidalgo County Purchasing Department
2812 S. Business Highway 281
Edinburg, TX. 78539
Phone (956) 292-7000 x-4852 Fax: (956) 292-7612

**From:** Tanya.Delira [mailto:tanya.delira@co.hidalgo.tx.us]
**Sent:** Tuesday, August 28, 2012 11:54 AM
**To:** darlene.betancourt@co.hidalgo.tx.us
**Cc:** 'Myra Montoya'
**Subject:** CRC Agreement (220650)

Ms. Darlene may you please forward this agreement to legal for their review.

***Thank You,***

# Requisition

## SHERIFF'S LAW ENFORMENT FACILITY

Req # 00247260

PO #

Date: 11/15/13

**Bill To:** x
x

**Vendor :** 264563
REYNA ENTERPRISES, INC DBA CRC
131 EAST PECAN
MCALLEN TX 78501

**Ship To:** SHERIFF'S LAW ENFORMENT FACILITY
711 EL CIBOLO RD.
EDINBURG TX 78539

**Contact:** MYRA MONTOYA
956-393-6024

**Contract No:**

**Special Instructions:**

| QUANTITY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| 1.00 | EACH | ITEM#10665181, GOV BE 2012 SVR WIN RNWL ESS 1YR S | 244.00 | 244.00 |
| 1.00 | EACH | ITEM#11054682, G DT LAPTOP OPT WIN 1-10 U RNWL ESS | 121.45 | 121.45 |
| 5.00 | EACH | ITEM#10665930, SYMANTEC BACKUP EXEC 2012 AGENT FOR WINDOWS- ESSENTIAL SUPPORT (RENEWAL) (1 YEAR)- 1 SERVER GOV- SYMANTEC BUYING | 145.99 | 729.95 |
| | | Account No | Encumbrance | |
| | | 3-1100-421-00-280-001-0-336 | 1,095.40 | |
| | | | Freight | .00 |
| | | | Total | 1,095.40 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |

**Authorized By:** _____

**AI-41971** **Purchasing Department 5. G.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted By: Sandra Montalvo,
PURCHASING DEPT.

Department: PURCHASING DEPT.

## Information

CAPTION

Requesting authority to advertise and approval of procurement packet (i.e. specifications-requirements, legal notice, draft contract etc.) as attached hereto for: "Hidalgo County Sheriff's Office-Legend & Non-Legend Pharmaceuticals Bid No. 2013-145-SMA including the re-advertising of project in the event no bids received and/or rejection of responses received and project is still required.

BACKGROUND

1. )Draft Agreement reviewed by legal counsel on 11/25/13
2.) Proposed Schedule of Events:
1st Advertisement: 12/07/13
2nd Advertisement:12/14/13
Bid Opening Date: 12/26/13

## Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-604

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

BUDGETARY IMPACT:

Available balance as of 11-26-13 $34,977.60

As needed basis

## Attachments

depts approval, draft lease agreement, draft specs,

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 11/26/2013 04:05 PM |
| Budget & Management | Obdett Calzada | 11/26/2013 04:11 PM |
| Manuel Chapa | Manuel Chapa | 11/27/2013 09:06 AM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Sandra Montalvo Started On: 11/25/2013

Final Approval Date: 11/27/2013

**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 Approval)

**TO:** **Guadalupe "Lupe" Trevino**
**Hidalgo County Sheriff's Office**

**ATTN:** **Richard Ozuna, Lt. Officer** **via email: richard.ozuna@hidalgoso.org**
**Juan Tapia, Procurement Specialist** **via email: Juan.Tapia@hidalgoso.org**

**FROM:** Sandra Montalvo, Buyer II
Hidalgo County Purchasing Department

**DATE:** November 22, 2013

**RE:** **Approval or Disapproval of Specifications for:** ***Bid No. -2013-145-00-00-SMA-***
**Hidalgo County Sheriff's Office** ***"Legend And Non-Legend Pharmaceuticals"***

Please review the following **CURRENT SPECIFICATIONS** and verify if all requirements are met by signing below and indicating **APPROVE** (or) **DISAPPROVE**. If specifications are **NOT** met, make any and all modifications necessary and return the revised copy to the designated Buyer in the Purchasing Department.

If you have any questions, please call me at (956) 318-2626 ext# 4865.

| | |
|---|---|
| **APPROVE** ☐ | **DISAPPROVE** ☐ |
| **APPROVE WITH MODIFICATIONS** ☑ | |

Funds Availability: _____ YES/_____ NO/_____

Other (Specify) _____

Budget Account No.: 3-1100-423-21-280-002-0-6004

Emilia Uriegas — Emilia Uriegas — Sheriffs — 11/22/13

*SIGNATURE* *PRINTED NAME* *DEPARTMENT* *DATE*

**SUBMIT THIS FORM TO THE HIDALGO COUNTY PURCHASING DEPARTMENT, VIA FAX TO (956) 292-7612 or e-mail: sandra.montalvo@co.hidalgo.tx.us by no later than Wednesday, June 26 , 2013**

| Bid No: 2013-145-00-00-SMA | Buyer: Sandra Montalvo | Tel. No: (956) 318-2626 ext 4865 |
|---|---|---|

# REQUEST FOR BIDS

## *Hidalgo County Sheriff's Office*

## *"Legend & Non-Legend Pharmaceuticals*

## BID OPENING DATE: 2013 @ 9:30 a.m.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626

Form HCPD-03

1. Sealed bids will be received for "**HIDALGO COUNTY SHERIFF'S OFFICE-*"Legend & Non-Legend Pharmaceuticals & Infirmary Medical Supplies"*** 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 and or/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"RFB No. 2013-145-00-00-SMA-HIDALGO COUNTY SHERIFF'S OFFICE-*"Legend & Non-Legend Pharmaceuticals"*** and at County's Purchasing Department with a physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 9:30 AM WEDNESDAY, _____ 00, 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 RFB No.-2013-145-00-00-SMA-HIDALGO COUNTY SHERIFF'S OFFICE- *"Legend & Non-Legend Pharmaceuticals"*.**

Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; **B.** reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and **C.** award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official

c) Purchase Order and Contract Number (if any)
d) Notation-**"HIDALGO COUNTY SHERIFF'S OFFICE-*"Legend & Non-Legend Pharmaceuticals*** 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 S. Bus. Hwy. 281
Edinburg, Texas 78539
(956) 318-2511
Attn: Accounts Payable

17. **SCHEDULE OF EVENTS**

| | |
|---|---|
| **Bid Opening, 9:30 A.M.** | **, 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 hereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
for
**HIDALGO COUNTY SHERIFF'S OFFICE**
***"Legend & Non-Legend Pharmaceuticals***

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT "A"

**Specifications/Requirements**
**Hidalgo County Sheriff's Office**
***"Legend and Non-Legend Pharmaceuticals"***
***Bid No: 2013-145-00-00-SMA***

## SCOPE OF SERVICES:

1) Hidalgo County is requesting bids from firms that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide Pharmaceutical Services & Infirmary Medical Supplies to: provide legend (prescription medications) and non-legend (over-the-counter) pharmaceuticals in a timely fashion; ensure that pharmaceutical services meet the county and state jail standards; ensure quality, yet cost effective, medications delivery system; maintain adequate records on medications ordered as well as patient profiles; and audit pharmaceutical delivery system on an *"AS NEEDED BASIS ONLY"*, for Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) Ordering and delivery will involve approximately one (1) location, located at 711 El Cibolo Road, Edinburg, Texas 78542.

2) There will be a prescription issued either by telephone or in writing by the attending physician for any and all *legend (prescribed) and or Non-legend items (non-prescribed)* items in accordance with the Texas Pharmacy Act and related regulations

3) ***Legend items (prescribed)*** will be ordered on an ***"AS NEEDED BASIS"*** only. There will be a prescription issued either by telephone or in writing by the attending physician for any and all legend items in accordance with the Texas Pharmacy Act and related regulations. ***Non-legend items (non-prescribed)*** Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

4) Vendors will offer Hidalgo County Sheriff's Office-Adult Detention Center Non-Legend Pharmaceuticals at a rate of COST plus a dispensing fee per prescription.$_____

5) Vendor agrees that to the extent an item is unavailable from its own inventory; vendor will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) for the bid price.

6) Vendor may submit a bid for **ITEM 1 ONLY**, for **ITEM 2 ONLY**, or for both items.

## ITEM No. 1- *Legend items (prescribed)*

**a)** Vendors will provide pricing per unit and per 30 count of all of the Legend medications. Generic medication pricing prefer.
**b)** All bids must be based on cost plus a dispensing fee per prescription for all medications. Use of Generic medications is prefer whenever possible.

***Note: All legend items will be ordered and delivered by Vendor (s) during regular business hours only, unless item(s) are of emergency, therefore, item (s) must be delivered within a six to eight hour time frame***.

**c)** The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) is including the Unit Dose System as part of the contract. The unit dose system is designed with security in mind. It has an anti-pilferage that keeps secure and is in compliance with state regulations

- The Unit Dose System consists of pill cards and by quantity "non individual dose". Each medication is individually heat-sealed in "***blister pack medication cards."***
- Each medication card is labeled with patient name when requested, doctor's name, the name of the medication, its strength, patient instructions, and quantity. This provides quick, accurate, and efficient inventory control.
- Each complete card set consists of a folding card with a foil sheet attached and a plastic pill cavity. Available in 30, 31, 60 and 90 dose cards. (Sample: Universal Card Size is 5¼" wide x 8½" high).

**d)** The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all instances where an A-B rated equivalent drug is available unless specifically instructed otherwise by the attending physician placing the drug order, or his agent.

## ITEM No. 2 *Non-legend items (non-prescribed)*

a) Vendors will supply the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requirements of non-prescription drugs for the contract period. Non-prescription items will be ordered approximately every month on a one-

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time per month basis. The Vendors will provide non-legend drugs to the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) at cost plus a dispensing fee per prescription on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

***Note: All non-legend items will be ordered and delivered by Vendor (s) during regular business hours only, unless item(s) ordered are of emergency; therefore, item(s) must be delivered with a six to eight hour time frame.***

The following list of prescribed and non-prescribed items is *estimated quantity amounts* to be used on a monthly basis. This list is no and should not be understood to be an exhaustive listing of all non-legend items which may be required by Hidalgo County Adult Detention Center (Jail Infirmary).

| | MEDICATIONS | Brand Name or Generic (B/G) | **QTY UNIT PRICE** |
|---|---|---|---|
| 1. | ABILIFY 5MG/ 10MG -*BRAND NAME RX* (ARIPIPRAZOLE- GENERIC) | B | 30 day supply |
| 2. | ACETAMINOPHEN 500 MG EXTRA-STRENGTH *OTC* | G | 500 tab bottle |
| 3. | ACYCLOVIR 800MG *RX* | G | 30 day supply |
| 4. | ALBUTEROL INHALER 90MCG *RX* | G | 200 meter puff |
| 5. | ALBUTEROL .083% NEBULIZER SOLUTION *RX (3ML)* | G | 25 vial per box |
| 6. | AMITRIPTYLINE 25MG *RX* | G | 100 tab bottle |
| 7. | AMITRIPTYLINE 50MG *RX* | G | 1000 tab bottle |
| 8. | AMMONIA INHALANTS AMPULES *OTC* | G | 10 per box |
| 9. | AMOXICILLN 500 MG *RX* | G | 500 per bottle |
| 10. | APRODINE 60MG/ 2.5MG *RX* | G | 100 per bottle |
| 11. | ARTIFICIAL TEAR EYE SOLUTION | G | ½ fl oz |
| 12. | ATRIPLA *RX* | B | 30 day supply |
| 13. | TRIAMCINALONE 0.1 % *RX* | G | 90 gm tube |
| 14. | ATORVASTATIN 20 MG *RX* | G | 30 day supply |
| 15. | ATORVASTATIN 40MG *RX* | G | 30 day supply |
| 16. | ASA EC 81MG/ 325MG *OTC* | G | 1000 tab bottle |
| 17. | ASA EC 325MG *OTC* | G | 500 tab bottle |
| 18. | ATENOLOL 50MG *RX* | G | 100 tab bottle |
| 19. | AUGMENTIN XR 1000MG *RX* | G | 30 day supply |
| 20. | AZITHROMYCIN 250MG *RX* | G | 30 day supply |
| 21. | BENICAR 20MG | B | 30 day supply |
| 22. | BENZOYL PEROXIDE LOTION (ACNE MEDICATION) | G | 1 fl oz |
| 23. | BENZTROPINE 1MG *RX* | G | 100 tab bottle |
| 24. | BETADINE OINTMENT *OTC* | G | 45gm tube |
| 25. | BISACODYL 5MG E.C. TABS *RX* | G | 30 day supply |
| 26. | BUPROPION XL 150MG *RX* | G | 30 day supply |

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# EXHIBIT "A"

## Specifications/Requirements
## Hidalgo County Sheriff's Office
## *"Legend and Non-Legend Pharmaceuticals"*
## *Bid No: 2013-145-00-00-SMA*

| | MEDICATIONS | Brand Name or Generic (B/G) | QTY UNIT PRICE |
|---|---|---|---|
| 27. | BUSPIRONE 10MG *RX* | G | 500 tab bottle |
| 28. | BUPROPION 75MG *RX* | G | 90 tab bottle |
| 29. | CARBAMAZEPINE 200 MG *RX* | G | 500 tab bottle |
| 30. | CATAPRESS 0.1MG -BRAND NAME (CLONIDINE –GENERIC) *RX* | G | 500 tab bottle |
| 31. | CEFTRIAXONE INJECTION 500MG *RX* | G | 10 vial per box |
| 32. | CENTRUM *OTC* | G | 90 tab bottle |
| 33. | CEPHALAXIN 500 MG *RX* | G | 500 tab bottle |
| 34. | CHLORPHENIRAMINE MALEATE 4MG *RX* | G | 1000 tab bottle |
| 35. | CIMETIDINE 300MG *RX* | G | 100 tab bottle |
| 36. | CIPROFLOXACIN 250MG *RX* | G | 100 tab bottle |
| | CITALOPRAM 20MG /40MG *RX* | G | 100 tab bottle |
| 37. | CLINDAMYCIN 150MG *RX* | G | 100 tab bottle |
| 38. | CLOTRIMAZOLE VAGINAL CREAM *OTC* | G | 7 day treatment |
| 39. | CORTISPORIN OPHT OINTMENT *RX* | G | ½ fl oz |
| 40. | CORTISPORIN OTIC SOLUTION *RX* | G | ½ fl oz |
| 41. | COLCRYS 0.6mg | B | 30 day supply |
| 42. | VITAMIN C TABLETS *OTC* | G | 100 tab bottle |
| 43. | CRESTOR 10 MG | B | 30 day supply |
| 44. | CYCLOBENZAPRINE 5MG/10MG *RX* | G | 500 tab bottle |
| 45. | CYMBALTA 30 MG/60MG-*BRAND NAME* *RX* (DULOXETINE-GENERIC) | B | 30 day supply |
| 46. | DOCUSATE SOFT GEL 100MG *OTC* | G | 1000 tab bottle |
| 47. | DE-LICER SHAMPOO | G | 4 fl oz |
| 48. | DEPAKOTE 500 MG *RX* | G | 30 day supply |
| 49. | DEPAKOTE EC 500 MG *RX* | G | 30 day supply |
| 50. | DICLOFENAC *RX* | G | 30 day supply |
| 51. | DICYCLOMINE 20MG *RX* | G | 30 day supply |
| 52. | DIOVAN 80MG/180MG/320MG *RX* | B | 30 day supply |
| 53. | DIPHENHRAMINE 25MG *OTC* | G | 1000 day supply |
| 54. | DIPHENHYDRAMINE 25mg INJECTION*RX* | G | 20 vial box |
| 55. | DONEPEZIL 5MG *RX* | G | 30 day supply |
| 56. | DOVONEX CREAM *RX* | B | 45 gm tube |
| 57. | DOXEPIN 50MG /100MG *RX* | B | 100 tab bottle |
| 58. | DOXYCYCLINE 100MG *RX* | G | 100 tab bottle |

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# EXHIBIT "A"

## Specifications/Requirements
## Hidalgo County Sheriff's Office
## *"Legend and Non-Legend Pharmaceuticals"*
## *Bid No: 2013-145-00-00-SMA*

| | MEDICATIONS | Brand Name or Generic (B/G) | QTY UNIT PRICE |
|---|---|---|---|
| 59. | EAR WAX REMOVAL DROPS *OTC* | G | ½ fl oz |
| 60. | EFFEXOR 75MG –BRAND NAME (VENLAFAXINE-GENERIC) *RX* | G | 30 day supply |
| 61. | EFFEXOR XL 75MG/ 150MG –BRAND NAME (VENLAFAXINE- GENERIC) *RX* | G | 30 day supply |
| 62. | ENALAPRIL 5 MG *RX* | G | 100 tab bottle |
| 63. | EPI PENS *RX* | B | 1 pen treatment |
| 64. | ERYTHROMYCIN 500 MG *RX* | G | 30 day supply |
| 65. | FAMOTIDINE 20MG *RX* | G | 30 day supply |
| 66. | FANAPT- BRAND NAME (ILOPERIDONE -GENERIC) *RX* | G | 30 day supply |
| 67. | FERO SUL 325MG *RX* | G | |
| 68. | FISH OIL 1000MG *RX* | G | 30 day supply |
| 69. | FLOMAX 0.4MG (NAME BRAND)/TAMSULOSIN (GENERIC) *RX* | G | 30 day supply |
| 70. | FLUCONAZOLE 150MG *RX* | G | 30 day supply |
| 71. | PROZAC(NAME BRAND)FLUOXETINE 20MG/ 40MG(GENERIC) *RX* | G | 100 per bottle |
| 72. | FOLIC ACID 1MG *RX* | G | 100 tab bottle |
| 73. | LASIX(NAME BRAND) FUROSEMIDE 20 MG (GENERIC) *RX* | G | 500 tab bottle |
| 74. | GABAPENTIN 100 MG/300MG/400 MG *RX* | G | 100 tab bottle |
| 75. | GEMFIBROZILE 300 MG / 600MG *RX* | G | 30 day supply |
| 76. | GENTAMICIN OPTH SOLUTION | G | ½ fl oz |
| 77. | GEODON 20 MG/ 40MG /60MG/ 80MG-(BRAND NAME) ZIPRASIDONE HCI-GENERIC) *RX* | B | 30 day supply |
| 78. | GLIPIZIDE 10 MG *RX* | B | 30 day supply |
| 79. | GLUCOGEN KIT RX | G | 1 kit treatment |
| 80. | GLUCOPHAGE 500MG (NAME BRAND) METFORMIN 500MG (GENERIC) *RX* | G | 500 per bottle |
| 81. | GLUCOSE GEL *RX* | G | 1.3 fl oz |
| 82. | GLUCOSE TABS *RX* | G | 90 per bottle |
| 83. | GLYBURIDE 5 MG *RX* | G | 100 tab bottle |
| 84. | GUAFENESIN 600 MG *RX* | G | 30 day supply |
| 85. | GUAIFEN SF (COUGH SYRUP) OTC | G | 16 oz bottle |
| 86. | HALDOL 2.5 MG /5MG/10MG *RX* | B | 100 tab bottle |
| 87. | HALDOL DEC 50MG/ML /100MG/ML *RX* | B | 5 ml vial |
| 88. | HALDOL LAC 5MG/ML *RX* | B | 5 ml vial |
| 89. | HEMORRHOIDAL CREAM *OTC* | G | 2 oz tube |
| 90. | HEMORRHOIDAL SUPPOSITORIES *OTC* | G | 14 suppository per box |
| 91. | HYDROCODONE/ACETAMINOPHEN 5/325MG/ 7.5/500MG/ 10/500MG *RX* | G | 30 day supply |
| 92. | HYDRALAZINE 25MG *RX* | G | 100 tab bottle |
| 93. | HYDROCHLOROTHIAZIDE 12.5mg/25mg *RX* | G | 100 tab bottle |

DRAFT

# EXHIBIT "A"

## Specifications/Requirements
## Hidalgo County Sheriff's Office
## *"Legend and Non-Legend Pharmaceuticals"*
## *Bid No: 2013-145-00-00-SMA*

| | MEDICATIONS | Brand Name or Generic (B/G) | QTY UNIT PRICE |
|---|---|---|---|
| 94. | HYDROSCORTISONE CREAM 1 % *OTC* | G | 2 oz tube |
| 95. | HYDROXYZINE 25MG/ 50MG/75MG/100MG *RX* | G | 500 per bottle |
| 96. | HYRDOGEN PAROXIDE *OTC* | G | 8 oz bottle |
| 97. | IBUPROFEN 200MG 400 MG/600MG/800MG *RX* | G | 500 tab bottle |
| 98. | INDOMETHACIN 50MG *RX* | G | 500 tab bottle |
| 99. | INVEGA 3MG /6MG *RX* | B | 30 day supply |
| 100. | KERI LOTION *RX* | G | 12 oz bottle |
| 101. | KETOCONOZOLE CREAM RX | G | 60gm tube |
| 102. | KWELL LOTION 1% *OTC* | G | 45 gm tube |
| 103. | LABETALOL 300MG *RX* | G | 30 day supply |
| 104. | LACTULOSE SOL. *RX* | G | 16 oz bottle |
| 105. | LANTUS INSULIN *RX* | B | 10 ml vial |
| 106. | LATUDA 80MG -BRAND NAME (LURASIDONE HCL- GENERIC) *RX* | B | 30 day supply |
| 107. | LEVEMIR INSULIN *RX* | B | 10ml vial |
| 108. | LEXAPRO 5MG /10MG/20MG (NAME BRAND) ESCITALOPRAM (GENERIC) *RX* | G | 30 day supply |
| 109. | LIDANE LOTION *RX* | G | 10 ml vial |
| 110. | LIPITOR 20MG/ 40MG -BRAND NAME (ATROVASTATIN-GENERIC) *RX* | G | 30 day supply |
| 111. | LITHIUM 300 MG /600MG *RX* | G | 500 tab bottle |
| 112. | LISINOPRIL 5MG/ 20MG | B | 500 tab bottle |
| 113. | LOPERAMIDE 2MG *RX* | G | 100 tab bottle |
| 114. | LORATIDINE 10MG *RX* | G | 30 day supply |
| 115. | LORAZEPAM 1MG *RX* | G | 30 day supply |
| 116. | LORAZEPAM INJ. *RX* | G | 10 ml vial |
| 117. | LOTRISONE CREAM- BRAND NAME (CLOTRIMAZOLE AND BETAMETHASONE-GENERIC) *OTC* | G | 45 gm tube |
| 118. | LOVASTATIN 20MG | G | 30 day supply |
| 119. | LOSARTAN 50mg | G | 30 day supply |
| 120. | MAALOX PLUS SUSPENSION *OTC* | G | 12 oz bottle |
| 121. | MAGNESIUM CITRATE *OTC* | G | 12 oz bottle |
| 122. | MAGNNESIUM HYDROXIDE *OTC* | G | 30 day supply |
| 123. | MAGNESIUM OXIDE 40MG *RX* | G | 30 day supply |
| 124. | MECLIZINE 25MG *RX* | G | 100 tab bottle |
| 125. | METHYLPREDNISOLONE 4MG/ 16MG/ 32MG *RX* | G | 30 day supply |

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# EXHIBIT "A"

## Specifications/Requirements
## Hidalgo County Sheriff's Office
## *"Legend and Non-Legend Pharmaceuticals"*
## *Bid No: 2013-145-00-00-SMA*

| | MEDICATIONS | Brand Name or Generic (B/G) | QTY UNIT PRICE |
|---|---|---|---|
| 126. | METRONIDAZOLE 500MG *RX* | G | 500 tab bottle |
| 127. | METROGEL 1% GEL RX | G | 60gm tube |
| 128. | MILK OF MAGNESIA OTC | G | 12 oz bottle |
| 129. | MINERAL OIL *OTC* | G | 12 oz bottle |
| 130. | MIRTAZAPINE 15MG/ 30MG *RX* | G | 500 tab bottle |
| 131. | MONTELUKAST 10MG | G | 30 day supply |
| 132. | MUCINEX- DM *OTC* | G | 24 tab box |
| 133. | MYCOPHENOLATE 250MG RX | G | 30 tab supply |
| 134. | MUSCLE RUB *OTC* | G | 1 oz tube |
| 135. | NAPROXEN 500MG *RX* | G | 500 tab bottle |
| 136. | NATURAL FIBER *OTC* | G | 12 oz bottle |
| 137. | NEOSPORIN OPTH SOL *RX* | G | 1 oz tube |
| 138. | NEXIUM 40MG RX | B | 30day supply |
| 139. | NIFEDIPINE ER 30MG *RX* | G | 30 day supply |
| 140. | NORTRIPTYLINE 25MG/50MG/75MG /100MG *RX* | B | 30 day supply |
| 141. | NORVASC 5 MG /10MG *RX* | G | 500 tab bottle |
| 142. | NOVOLIN 70/30 *RX* | B | 10 ml vial |
| 143. | NOVOLIN NPH *RX* | B | 10 ml vial |
| 144. | NOVOLOG INSULIN *RX* | B | 10 ml vial |
| 145. | NS 0.9 IRR SOLN 1000 ML *OTC* | G | ½ oz bottle |
| 146. | NS FOR IRRIGATION *OTC* | G | ½ oz bottle |
| 147. | OCCUSPORIN HC OPHTHALMIC OINTMENT *OTC* | G | ½ oz bottle |
| 148. | OCEAN NASAL SPRAY *OTC* | G | 1.5 fl oz |
| 149. | OLANZAPINE 10MG /15MG /30MG *RX* | G | 30 day supply |
| 150. | OMPERAZOLE 20 MG/40MG *RX* | G | 100 tab bottle |
| 151. | OXCARBAZEPINE 150 MG/ 300M/ 600MG | G | 100 tab bottle |
| 152. | PAROXETINE 20 MG /40MG *RX* | G | 100 tab bottle |
| 153. | PENICILLIN V POTASSIUM 500MG *RX* | G | 100 tab bottle |
| 154. | PERMETHERIN CREAM *RX* | G | 45 gm tube |
| 155. | PERPHENAZINE 4MG *RX* | B | 30 day supply |
| 156. | PIOGLITAZONE 15MG | G | 30 day supply |

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# EXHIBIT "A"

## Specifications/Requirements
## Hidalgo County Sheriff's Office
## *"Legend and Non-Legend Pharmaceuticals"*
## *Bid No: 2013-145-00-00-SMA*

| | MEDICATIONS | Brand Name or Generic (B/G) | QTY UNIT PRICE |
|---|---|---|---|
| 157. | PHENOBARBITAL 15MG /30MG / 100MG *RX* | G | 30 day supply |
| 158. | PHENYTOIN SOD EX 100 MG TABS *RX* | G | 100 tab bottle |
| 159. | PLAVIX 75MG (NAME BRAND) CLOPIDOGREL 75MG (GENARIC) *RX* | G | 30 day supply |
| 160. | POLYSPORIN OINTMENT *OTC* | G | ½ oz tube |
| 161. | POTASSIUM CL 100MEQ *RX* | G | 30 day supply |
| 162. | PREDNISONE 5MG/ 10MG /20MG *RX* | B | 100 tab bottle |
| 163. | PRENATAL VITAMIN *OTC* | G | 100 tab bottle |
| 164. | PRINIVIL 5MG *RX* | B | 30 day supply |
| 165. | PRISTIQ 50MG *RX* | B | 30 day supply |
| 166. | PROMETHAZINE 25MG *RX* | B | 100 tab bottle |
| 167. | PROMETHAZINE 25MG INJECTION *RX* | B | 5 ml vial |
| 168. | PROPRANOLOL 10 MG / 20MG *RX* | B | 500 tab bottle |
| 169. | PROTONIX 40MG *RX* | G | 30 day supply |
| 170. | PROVIDONE SCRUB *OTC* | G | 32 oz |
| 171. | RANITIDINE 150 MG *RX* | G | 100 tab bottle |
| 172. | RISPERIDONE 25MG/50MG/1MG/2MG/3MG/4MG *RX* | B | 30 day supply |
| 173. | RISPERDAL INJECTION-BRAND NAME (RISPERIDONE- GENERIC) *RX* | G | 5ML VIAL |
| 174. | SEA MIST NASAL *OTC* | G | 1.5oz bottle |
| 175. | SEROQUEL 50MG/100MG/150MG/300MG/ 400MG –BRAND NAME (QUETIAPINE-GENERIC) *RX* | G | 30 day supply |
| 176. | SERTALINE 50 MG /100MG *RX* | G | 500 tab bottle |
| 177. | SILVER SULFADIAZINE *RX* | G | 60 gm tube |
| 178. | SIMVASTATIN 20MG / 40MG *RX* | G | 30 day supple |
| 179. | SMZ-TMP DS *RX* | G | 500 tab bottle |
| 180. | STERILE H2O *OTC* | G | 32 oz bottle |
| 181. | STOOL SOFTNER 100MG *OTC* | G | 1000 per bottle |
| 182. | SULCRAFATE 1GM *RX* | G | 30 day supply |
| 183. | SURFAX 240MG *RX* | B | 30 day supply |
| 184. | SYNTHROID 25MG /50MG /75 MG /100MG *RX* | G | 30 day supply |
| 185. | TACROLIMUS ANHYDROUS 1MG RX | G | 30 day supply |
| 186. | THIAMINE 100MG *RX* | G | 500 tab bottle |
| 187. | THORAZINE (NAME BRAND) CHLORPRONAZINE (GENERIC) 50MG / 100MG/ 200MG *RX* | G | 100 tab bottle |

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# EXHIBIT "A"

**Specifications/Requirements**
**Hidalgo County Sheriff's Office**
***"Legend and Non-Legend Pharmaceuticals"***
***Bid No: 2013-145-00-00-SMA***

| | MEDICATIONS | Brand Name or Generic (B/G) | QTY UNIT PRICE |
|---|---|---|---|
| 188. | THROAT LOZENGES GREEN *OTC* | G | 90 day supply |
| 189. | TOLNFTATE CREAM 1% 15 G *OTC* | G | ½ oz tube |
| 190. | TOPIRAMATE 50MG *RX* | G | 100 tab bottle |
| 191. | TOPROL (NAME BRAND) METROPOLOL (GENERIC) 25MG /50 MG/ 100 MG *RX* | G | 100 tab bottle |
| 192. | TOPROL XL (NAME BRAND) METROPOLOL XL (GENERIC) 25 MG/50MG/ 100MG *RX* | G | 100 tab bottle |
| 193. | TRAMADOL 50MG *RX* | B | 500 tab bottle |
| 194. | TRANXENE 7.5MG –BRAND NAME (CLORAZEPATE DIPOTASSIUM- GENERIC) *RX* | G | 21 day supply |
| 195. | TRAZODONE 50 MG/100 MG *RX* | B | 500 tab bottle |
| 196. | TRIPLE ANTIBIOTIC CREAM *OTC* | G | ½ oz tube |
| 197. | VALPROIC ACID 250 MG *RX* | G | 500 tab bottle |
| 198. | WAFFARIN 1MG/ 3MG/ 5MG *RX* | B | 100 tab bottle |
| 199. | ZETIA 10MG *RX* | B | 30 day supply |
| 200. | ZYPREXA 5MG/10MG/15MG/20MG- *RX* BRAND NAME (OLANZAPINE- GENERIC) | G | 30 day supply |
| 201. | VYTORIN 10/10MG *RX* | B | 30 day supply |

## REQUIREMENTS:

1) Vendor must possess a License in the State of Texas. Bidders must comply with all State and Federal Laws.

2) (Class "E" Pharmacy must have at least one local client located in Hidalgo County for emergency propose only) as defined in Section 5 of the Texas Pharmacy Act, under the Texas Pharmacy Act and related regulations.

3) Vendor must have at 24 hours Pharmacist Services assistance.

4) Vendor will provide stock bottles (upon request) when ordered.

5) Vendor will provide delivery of **antibiotics ordered within six (6) to eight (8) hours time frame**. All legend(prescribed) items will be ordered and delivered by Vendor(s) during regular business hours only, unless item (s) are of emergency, therefore, item (s) must be delivered **within a six(6) to eight(8) hour time frame.**

6) The Vendor(s) representative must be available to respond to all calls from Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

7) Vendor(s) must provide point of contact, telephone number of a representative who may be contacted whenever problems arise concerning services. No telephone numbers provided for this purpose shall be serviced through an answering machine or other automatic answering device, or in any manner to impede immediate access to a representative capable of addressing problems.

8) The awarded vendor(s) must provide a Medical Administration Record Report for any pharmaceuticals/medications ordered by physician to the Infirmary Nurse for the Department's Records.

9) ADDITIONS/DELETIONS:
The County reserves the right to add and/or delete products and/or services provided under same term and conditions of this Contract.

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10) **INVOICING**

Itemized invoices shall accompany all items purchased by the HCSO . All invoices shall include the following:

- ✓ Hidalgo County Sheriff's Office PURCHASE ORDER and CONTRACT NUMBER
- ✓ First and last name of employee who placed the order
- ✓ inmate name, DOB, inmate number
- ✓ Quantity ordered
- ✓ brand or generic
- ✓ Quantity shipped/backordered
- ✓ Date ordered and date delivered
- ✓ Description and product number for each line item
- ✓ Unit price
- ✓ Extended dollar amount
- ✓ Invoice total

**TERMS & CONDITION:**

1) Term of the contract will commence upon termination of current contract and will continue for a period of two (2) year with the County's option to extend for two (2) additional one (1) year terms 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 for unforeseen delay in award of new bid for next contract term.

3) Hidalgo County reserves the right to seek purchases for "Legend and Non- Legend Pharmaceutical" from State Awarded contracts whenever it is in the County's best interest to do so.

4) Award of contract shall be made to the most responsible, responsive Vendor, whose offer is determined to be the best value, taking into consideration the relative importance of price. Hidalgo County reserves the right to be the sole judge as to whether items bid will serve the purpose intended. 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.

5) Items may be substituted by vendors but, must be equal or better and must be approved by the Hidalgo County if quoted item is out of stock.

6) Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

**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.

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- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) ***Price Reduction***: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) ***Timeframe for Adjusted Price Increases***: Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) ***Allowable Review Periods:*** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) ***Dollar Limit to Price Changes***: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the Vendor 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 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 NO LATER THAN, _____, 2013 by 5:00 P.M.** Responses will be sent to all applicants via facsimile by no later than, **_____, 20013 by 5:00 P.M**

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

# RE: Review & Approval of Draft Service or Requirements Agreement -Legend & Non-Legend Pharmaceuticals - HCSO

**From :** Steve Crain <scrain@atlashall.com> Mon, Nov 25, 2013 12:46 PM

**Subject :** RE: Review & Approval of Draft Service or Requirements Agreement -Legend & Non-Legend Pharmaceuticals - HCSO

1 attachment

**To :** 'Leticia H. Saenz' <leticia.saenz@co.hidalgo.tx.us>

Use draft 2. Thanks.

**From:** Leticia H. Saenz [mailto:leticia.saenz@co.hidalgo.tx.us]
**Sent:** Monday, November 25, 2013 11:34 AM
**To:** Steve Crain; Marynel Trevino
**Cc:** Sandra Montalvo; Darlene H. Betancourt
**Subject:** Review & Approval of Draft Service or Requirements Agreement -Legend & Non-Legend Pharmaceuticals - HCSO

Good morning, Mr. Crain-

Please review, recommend and approve which draft agreement should be utilized for the draft specs (attached hereto).

Note: This is for the procurement process only.

Please advise.

Thanks.

***Leticia H. Saenz, CPPB/Contracts Manager***
*Hidalgo County Purchasing Department*
*2812 South Business Highway 281*
*Edinburg, Texas 78539*
***P****(956) 318-2626* ***F****(956) 318-2629*
*Email:* *leticia.saenz@co.hidalgo.tx.us*

...DON'T WORRY...BE HAPPY...



**image001.gif**
345 B

**REQUIREMENTS AGREEMENT**
**C-13-145-00-00**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the _____ day of _____**, 2014** by and between _____("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS,** Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo Buyer** including for the **Legend & Non-Legend Pharmaceuticals (on an as needed basis),** (the "Product") as further described in Exhibit "A", Request for Sealed Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **two (2) years** and;

**WHEREAS,** Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS,** Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit “B”, which is attached hereto and incorporated herein by reference, that Buyer may require for use by Buyer in Hidalgo Buyer projects for a period of a **two (2) years** with the Buyer’s option to extend for an additional two (2) one (1) year terms under the same rates terms and conditions. Hidalgo Buyer also 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. The initial term of this Contract shall commence on _____ _____, **2014** and expire on _____**, 2016,** and it is agreed that the Product will meet the Specifications in the Request for Sealed Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Product 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 Product required. The Product shall be delivered by Buyer to the location in Hidalgo Buyer 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 Buyer, Texas. The parties hereby consent to personal jurisdiction in Hidalgo Buyer, 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 West University Drive
Edinburg, Texas 78539

If to Seller:

_____
_____
_____
_____

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Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the United States mail.

f. **Termination.** Buyer 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.** Seller shall provide, to the extend it deems necessary, insurance in force on all persons connected with providing services under this Contract naming Buyer as an additional insured, and shall furnish to Buyer 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 Buyer, or for any elected official, department head or employee or former elected official, department head or employee of Buyer, 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 Buyer.

(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 Buyer, or any person associated therewith, as an inducement for the award of a subcontract or order.

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**EXECUTED** effective as of the day and year first above written.

***Approved by Commissioner's Court*: _____, 2013.**

**APPROVED AS TO FORM:**
**Atlas & Hall, LLP**

By: _____
Stephen L. Crain, Attorney

**BUYER:**
**COUNTY OF HIDALGO**

By:_____
Ramon Garcia, Buyer Judge

**ATTEST:**

_____
Arturo Guajardo Jr., Buyer Clerk

**SELLER:**

By:_____
Printed Name: _____
Title: _____

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# EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

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# EXHIBIT “B”

TAB and BID PAGE

DRAFT

# EXHIBIT “C”

CERTIFICATE OF INSURANCE

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**AI-41977** **Purchasing Department 5. H.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting approval of payment for **Invoice #2964-13 ($ 66,628.00)** submitted by **MATA-GARCIA, ARCHITECTS, LLP**, in connection to the **AIA Agreement #C-13-072-09-03 (PO#700944)** for JOB SPECIFIC: The New Community Recourse Center (CRC) Facility/Building in San Carlos. Texas located within Hidalgo County Precinct No. 4".

2. Requesting approval of payment for **Invoice #2975-13 ($ 1,927.23)** submitted by **MATA-GARCIA, ARCHITECTS, LLP,** in connection to the **AIA Agreement #C-13-072-09-03 (PO#700944)** for JOB SPECIFIC: The New Community Recourse Center (CRC) Facility/Building in San Carlos. Texas located within Hidalgo County Precinct No. 4".

BACKGROUND

Invoice# 2964-13 - Mata-Garcia Architects - (CRC Building in San Carlos, Tx) Pct 4
Invoice# 2975-13 - Mata-Garcia Architects - (CRC Building in San Carlos, Tx) Pct 4

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-419-40-124-123-0-720

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

BUDGETARY IMPACT:

Attachments

Inv# 2964-13-Mata-Garcia Arch LLP-C-13-072-09-03 (CRC-San Caros)

Inv# 2975-13-Mata-Garcia Arch LLP - C-13-072-09-03 (CRC-San Carlos)

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 11/26/2013 04:08 PM |
| Budget & Management | Obdett Calzada | 11/26/2013 04:11 PM |
| Purchasing Department | Letty Saenz | 11/26/2013 05:19 PM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Letty Saenz Started On: 11/25/2013 02:45 PM

Final Approval Date: 11/27/2013

# County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

# MEMO

DATE: NOVEMBER 18, 2013
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: SAN CARLOS COMMUNITY RESOURCE CENTER

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # **2964-13** IN THE AMOUNT OF **$66,628.00** FOR **MATA & GARCIA ARCHITECTS LLP** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER # **700944**
ACCOUNT # **3-1342-419-40-124-123-0-720**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

VERONICA LOPEZ
BUDGET ANALYST II

CC: COUNTY FILES
ATTACHMENTS: Inv. # 2964-13

# Mata + Garcia Architects LLP

Unexpected Solutions | Unmatched Service | Unforgettable Experience

Mr. Steven Cruz, Director of Operations
Ms. Maria Lucio, Program Manager
Hidalgo County Precinct 4
1051 North Doolittle Road
Edinburg, Texas 78542

RECEIVED
NOV 15 2013
BY:

**Hidalgo County – Precinct 4 – San Carlos Community Resource Center**

November 13, 2013

Mr. Cruz / Ms. Lucio:

We enclose our invoice for the architectural/engineering services as well as back-up information, in the form of CD's, for the Schematic Design Phase, the Design Development Phase and the Construction Document Phase for the referenced project. Each phase contains two CD's – one for the project files and one for the drawings. We also include CD's for the final set of plans and specifications. If you have any questions, feel free to call.

Thanks,

Hector Rene Garcia
Architect / Partner

1314 Ivy Avenue, McAllen, Texas 78501 * Tel: 956.631.1945 * Fax: 956.631.1968
hector@matagarcia-architects.com

# MATA-GARCIA ARCHITECTS, L.L.P.

**Architecture ~ Project Management ~ Interior Design**

## INVOICE FOR ARCHITECTURAL SERVICES

RECEIVED
NOV 15 2013
BY: ....

Project: Hidalgo County Precinct 4
San Carlos Community Resource Center
Hwy 107 and SUnflower Road
San Carlos, Texas

Owner: County of Hidalgo - Precinct 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542

Date: November 13, 2013

**Invoice No.: 2964-13**

**Your account is now due $66,628.00 as follows:**

Architectural/Engineering Fee: $84,500.00

| Work by Phases: | | | |
|---|---|---|---|
| Schematic Design Phase | $84,500.00 | x 15% | = $12,675.00 |
| Design Development Phase | $84,500.00 | x 20% | = $16,900.00 |
| Contract Documents Phase | $84,500.00 | x 40% | = $33,800.00 |
| Bidding Phase: | $84,500.00 | x 5% | = $ 4,225.00 |
| Construction Phase/Contract Admin. | $84,500.00 | x 18% | = $15,210.00 |
| Project Close-Out/Warranty Phase | $84,500.00 | x 2% | = $ 1,690.00 |
| Total Contract Amount | | | $84,500.00 |

| Work to Date: | | | |
|---|---|---|---|
| Schematic Design Phase | $12,675.00 | x 100% | = $12,675.00 |
| Design Development Phase | $16,900.00 | x 100% | = $16,900.00 |
| Contract Documents Phase | $33,800.00 | x 100% | = $33,800.00 |
| Bidding Phase | $ 4,225.00 | x 0% | = $ 0.00 |
| Construction Phase | $15,210.00 | x 0% | = $ 0.00 |
| Project Close-Out/Warranty Phase | $ 1,690.00 | x 0% | = $ 0.00 |
| Total Work to Date | | | = $63,375.00 |
| Reimbursable expenses: | | | |
| Additional Insurance: $6,506.00 x 50% | | | |
| (50% will be charged to San Manuel/Linn Emergency Center) | | | = $ 3,253.00 |
| Total Expenses to Date | | | = $66,628.00 |
| Less previous invoiced | | | = $ 0.00 |
| Total Due Now | | | = $66,628.00 |

1314 West Ivy Avenue, McAllen, Texas 78501
PH. 956.631.1945 ~ fax 956.631.1968 ~ e-mail fmata@matagarcia-architects.com

3-1342 419-40-12413-0-720
Pct. # 1197
Pur. Req. # 242794
P.O. # 700944

Invoice Received By: on 11/15/13
Goods/Services Received By: on 11/18/13

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.
§ 10.6 DELETED.

**§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials if any for the Project.** ~~§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.~~

§ 10.8 If the Architect or Owner receives information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

## ARTICLE 11 COMPENSATION

§ 11.1 *For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows: (Insert amount of, or basis for, compensation.)*

The aggregate amount of Eighty Four Thousand Five Hundred Dollars **($ 84,500.00)**.

§ 11.2 For additional services specified in Section 4.1, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

Compensation will be based on the contract rate schedule included as part of Exhibit "D"

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:
*(Insert amount of, or basis for, compensation.)*

Compensation will be based on the contract rate schedule included as part of Exhibit "D"

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3 shall be the amount of invoiced to the Architect cost <0%>.

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:

| | | | | |
|---|---|---|---|---|
| Schematic Design Phase | Fifteen | percent ( | 15 | %) |
| Design Development Phase | Twenty | percent ( | 20 | %) |
| Construction Documents Phase | Forty | percent ( | 40 | %) |
| Bidding or Negotiation Phase | Five | percent ( | 5 | %) |
| Construction Phase/Contract Admin. | Eighteen | percent ( | 18 | %) |
| Project Close-Out/Warranty Phase | Two | percent ( | 2 | %) |
| Total Basic Compensation | one hundred | percent ( | 100 | %) |

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(1701393010)
User Notes:

# Purchase Order
# COUNTY OF HIDALGO

PO# 700944

DATE: 11/13/13

PAGE NO: 1 Of 1

PO TYPE:

VENDOR: 407933 REQ: 00242794

PHONE:

EMAIL:

SHIP TO: HIDALGO CO. PCT 4
1051 N. DOOLITTLE
EDINBURG TX 78542

MATA-GARCIA ARCHITECTS, LLP
1314 IVY AVENUE
MCALLEN TX 78501

CONTACT:

SITE: COMMISSIONER, PRECINCT 4

SPECIAL INSTRUCTIONS: Pct. 4 Req # 1197

**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 bona fide and full completed orders, unless otherwise attached.

| QTY | UOM | DESCRIPTION | UNIT PRICE | AMOUNT |
|---|---|---|---|---|
| | | DO NOT DUPLICATE ORDER | | |
| | | C-13-072-09-03<br>Approved by CC 09/03/13 (AI-40427 Regular) | | |
| | | For: San Carlos Community Resource Center | | |
| 1.00 | LOT | CC Design and Construction of the San Carlos Community Resource Center (CRC) for Precict #4 | 84,500.00 | 84,500.00 |
| | | Project Budget for Pct. 4 CRC: $1,300,000.00<br>A/E Fees: 6.50% of $1,300,000.00= $84,500.00 | | |
| | | Schematic Design Phase 15%= $12,675.00<br>Design Development Phase 15%= 12,675.00<br>Construction Document Phase 40%= $33,800.00<br>Bid Proposal Phase 5%= $4,225.00<br>Construction Administration Phase 25%= $21,125.00<br>Total= $84,500.00 | | |
| | | TOTAL: | | 84,500.00 |
| | | REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233 | | |
| | | ********** For Hidalgo County use only | | |
| | | 3-1342-419-40-124-123-0-720 84,500.00 | | |

Authorized by: Martha L Salazar

# County of Hidalgo Pct. 4

Commissioner Joseph Palacios
1051 N. Doolittle Road
Edinburg Texas 78542-0337

# MEMO

DATE: NOVEMBER 26, 2013
TO: PURCHASING DEPARTMENET
C/O LETICIA "LETTY" SAENZ CPPB/CONTRACTS MANAGER
FROM: HIDALGO COUNTY PCT. #4
REF: SAN CARLOS COMMUNITY RESOURCE CENTER

HIDALGO COUNTY PRECINICT #4 IS HEREBY REQUESTING THE FOLLOWING INVOICE # **2975-13** FOR **MATA & GARCIA ARCHITECTS LLP** BE PLACED ON THE NEXT COMMISSIONERS' COURT FOR APPROVAL.

FUNDING FOR THIS PROJECT WILL BE FROM PURCHASE ORDER # **700944**
ACCOUNT # **3-1342-419-40-124-123-0-720**

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CONTACT OUR OFFICE, THANK YOU.

VERONICA LOPEZ VL
BUDGET ANALYST II

CC: COUNTY FILES
ATTACHMENTS: Inv. # 2975-13

# MATA-GARCIA ARCHITECTS, L.L.P.

**Architecture ~ Project Management ~ Interior Design**

INVOICE FOR ARCHITECTURAL SERVICES

RECEIVED
NOV 26 2013
BY: ....

Project: Hidalgo County Precinct 4
San Carlos Community Resource Center
Hwy 107 and SUnflower Road
San Carlos, Texas

Owner: County of Hidalgo - Precinct 4
1051 N. Doolittle Rd.
Edinburg, Texas 78542

Date: November 11, 2013

**Invoice No.: 2975-13**

3-1342 419 40-124 123-0-720
Pct. # 1197
Pur. Req. # 242794
P.O. # 700944

Invoice Received By: on 11/26/13
Goods/Services Received By: on 11-26-13

**Your account is now due $1,927.23 as follows:**

Architectural/Engineering Fee: $84,500.00

| | | | |
|---|---|---|---|
| Work by Phases: | | | |
| Schematic Design Phase | $84,500.00 | x 15% = | $12,675.00 |
| Design Development Phase | $84,500.00 | x 20% = | $16,900.00 |
| Contract Documents Phase | $84,500.00 | x 40% = | $33,800.00 |
| Bidding Phase: | $84,500.00 | x 5% = | $ 4,225.00 |
| Construction Phase/Contract Admin. | $84,500.00 | x 18% = | $15,210.00 |
| Project Close-Out/Warranty Phase | $84,500.00 | x 2% = | $ 1,690.00 |
| Total Contract Amount | | | $84,500.00 |
| | | | |
| Work to Date: | | | |
| Schematic Design Phase | $12,675.00 | x 100% = | $12,675.00 |
| Design Development Phase | $16,900.00 | x 100% = | $16,900.00 |
| Contract Documents Phase | $33,800.00 | x 100% = | $33,800.00 |
| Bidding Phase | $ 4,225.00 | x 0% = | $ 0.00 |
| Construction Phase | $15,210.00 | x 0% = | $ 0.00 |
| Project Close-Out/Warranty Phase | $ 1,690.00 | x 0% = | $ 0.00 |
| Total Work to Date | | | = $63,375.00 |
| Reimbursable expenses: | | | |
| Additional Insurance: $6,506.00 x 50% | | | |
| (50% will be charged to San Manuel/Linn Emergency Center) | | | = $ 3,253.00 |
| Printing: | | | |
| RGV Reprographics Invoice 100940 | | | |
| $2,156.75 less $431.35 (credit for five sets as per contract) | | | = $ 1,725.40 |
| RGV Reprographics invoice 100954 | | | = $ 201.83 |
| Total Expenses to Date | | | = $68,555.23 |
| Less previous invoiced, invoice 2964-13 | | | = $66,628.00 |
| Total Due Now | | | = $ 1,927.23 |

1314 West Ivy Avenue, McAllen, Texas 78501
PH. 956.631.1945 ~ fax 956.631.1968 ~ e-mail fmata@matagarcia-architects.com

**RGV Reprographics, Inc.**
519 S.Broadway
PO Box 1959
McAllen, TX 78505
USA

Voice: (956) 686-1525
Fax: (956) 686-1529

RECEIVED
NOV 26 2013
BY: VZ

# INVOICE

Invoice Number: 100940
Invoice Date: Oct 18, 2013
Page: 1
*Duplicate*

| Bill To: | Ship to: |
|---|---|
| MATA - GARCIA ARCHITECTS, LLP<br>1314 Ivy Avenue<br>McAllen, TX 78501<br>USA | ASK PO NUMBER<br>1314 Ivy Avenue<br>McAllen, TX 78501<br>USA |

| Customer ID | Customer PO | Payment Terms | |
|---|---|---|---|
| MATA VIL | | Net 30 Days | |
| **Sales Rep ID** | **Shipping Method** | **Ship Date** | **Due Date** |
| | McAllen Vic | | 11/17/13 |

| Quantity | Item | Description | Unit Price | Amount |
|---|---|---|---|---|
| 10,200.00 | 3200F-01 | 68 original 25 each 24x36 | 0.09 | 918.00 |
| 25.00 | 2543-01 | BINDING -WIDE FORMAT | 1.00 | 25.00 |
| 13,775.00 | 2500A-01 | 551 original 25 each 8.5x11 | 0.05 | 688.75 |
| 25.00 | 2542-01 | BINDING -SPECS<br>Volume 1 | 2.00 | 50.00 |
| 8,450.00 | 2500A-01 | 338 original 25 each 8.5x11 | 0.05 | 422.50 |
| 25.00 | 2542-01 | BINDING -SPECS<br>Volume 2 | 2.00 | 50.00 |
| 1.00 | 9915-01 | DELIVERY CHARGE Zone 1<br>San Carlos Community Resource Center<br>Precinct #4 | 2.50 | 2.50 |

| | |
|---|---|
| Subtotal | 2,156.75 |
| Sales Tax | |
| Total Invoice Amount | 2,156.75 |
| Payment/Credit Applied | |
| **TOTAL** | 2,156.75 |

Check/Credit Memo No:

**RGV Reprographics, Inc.**
519 S.Broadway
PO Box 1959
McAllen, TX 78505
USA

Voice: (956) 686-1525
Fax: (956) 686-1529

RECEIVED
NOV 26 2013
BY: VV

# INVOICE

Invoice Number: 100954
Invoice Date: Oct 21, 2013
Page: 1
*Duplicate*

| Bill To: | Ship to: |
|---|---|
| MATA - GARCIA ARCHITECTS, LLP<br>1314 Ivy Avenue<br>McAllen, TX 78501<br>USA | ASK PO NUMBER<br>1314 Ivy Avenue<br>McAllen, TX 78501<br>USA |

| Customer ID | Customer PO | Payment Terms | |
|---|---|---|---|
| MATA VIL | | Net 30 Days | |
| **Sales Rep ID** | **Shipping Method** | **Ship Date** | **Due Date** |
| | McA May | | 11/20/13 |

| Quantity | Item | Description | Unit Price | Amount |
|---|---|---|---|---|
| 551.00 | 3104-01 | 551 original 8.5x11 Scan | 0.33 | 181.83 |
| 1.00 | 4781-01 | CD DUPLICATION containing PDF<br>San Carlos Community Resource Center<br>Precinct #4 | 20.00 | 20.00 |

| | |
|---|---|
| Subtotal | 201.83 |
| Sales Tax | |
| Total Invoice Amount | 201.83 |
| Payment/Credit Applied | |
| **TOTAL** | **201.83** |

Check/Credit Memo No:

**AI-41981** **Purchasing Department 5. I.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted For: Martha L Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

---

Information

CAPTION

Requesting approval of the additional **one (1) year** extensions/renewals for agreements (set forth below) for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions;

a. **SOUTHERN TIRE MART, LLC-** PURCHASE OF TIRES - Including Installation and other Related Services (Including all other HC Law Enforcement Agencies) in connection to Contract# E-12-299-12-04 (C-11-193-12-06), effective 12/06/13.

b. **L.V. MOBILE IMAGING, LLC** - MOBILE X-RAY SERVICES (on an as needed basis) - in connection to Contract # C-12-175-11-13, effective 01/01/14

c. **GREENWICH, INC. d/b/a COMMERCIAL KITCHEN PARTS & SERVICES** - Maintenance & Repair of Kitchen Equipment and Appliances (on an as needed basis) in connection to Contract# C-12-186A-12-18, effective 01/01/14.

BACKGROUND

Extension - Southern Tire Mart - HCSO
Extension - LV Mobile Imaging - HCSO
Extension - GREENWICH, INC. d/b/a COMMERCIAL KITCHEN PARTS & SERVICES - HCSO

---

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-001-0-672

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

BUDGETARY IMPACT:

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-331

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

BUDGETARY IMPACT:

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-432

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

BUDGETARY IMPACT:

---

Attachments

Exention-Southern Tire Mart- HCSO

Extension-LV Mobile Imaging LLC-HCSO

Extension-Greewich

## Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 11/26/2013 04:11 PM |
| Budget & Management | Obdett Calzada | 11/26/2013 04:14 PM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Letty Saenz Started On: 11/25/2013 03:58 PM

Final Approval Date: 11/27/2013

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

November 7, 2013

Richard Conwill, Director of Gov't Sales
**c/o** Natalie Dixon, Gov't Sales Assoc.
**SOUTHERN TIRE MART**
529 Industrial Park Road
Columbia, MS 39429
Ph. (877) 786-4681Fax (214) 203-0750

via email rconwill@stmtires.com
via email ndixon@stmtires.com
|

***Re: Extension to Contract No. E-12-299-12-04 (C-11-193-12-06) -Purchase of Tires - Including Installation and other Related Services)-Hidalgo County Sheriff's Office (Including all other Hidalgo County Law Enforcement Agencies)***

Dear Mr. Conwill:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension/renewal for the **SECOND (2ND & FINAL) YEAR** of the additional two (2) one (1) year periods as provided in the current contract (under the same rates, terms and conditions. Please acknowledge receipt of this notice of placement on the next Commissioners' Court meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: Leticia.saenz@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____
Richard Conwill, Director of Governmental Sales
(or) Authorized Designee

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

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

Sincerely,

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

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/30/2013

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: Brenda McKee |
|---|---|
| Stewart Sneed Hewes - Hattiesburg<br>A Division of BancorpSouth Insurance Services<br>16 Thompson Park<br>Hattiesburg MS 39401- | PHONE (A/C, No, Ext): 601-554-7333 FAX (A/C, No): 877-288-0152<br>E-MAIL ADDRESS: brenda.mckee@bxsi.com |

| INSURED | INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|---|
| Southern Tire Mart, LLC<br>529 Industrial Park Road<br>Columbia MS 39429 SOUTTIR-01 | INSURER A : State National Insurance Co. | 12831 |
| | INSURER B : Axis Insurance Company | 37273 |
| | INSURER C : Sentry Insurance a Mutual Company | |
| | INSURER D : | |
| | INSURER E : | |
| | INSURER F : | |

SEP 03 2013

**COVERAGES** **CERTIFICATE NUMBER:** 2072643711 **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**<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | | | XNDP0040500 | 9/1/2013 | 9/1/2014 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG<br>$ | $1,000,000<br>$300,000<br>$10,000<br>$1,000,000<br>$2,000,000<br>$2,000,000<br>$ |
| A | **AUTOMOBILE LIABILITY**<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | | | XNDA0040500 | 9/1/2013 | 9/1/2014 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)<br>$ | $1,000,000<br>$<br>$<br>$<br>$ |
| B | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ | | | MAU741971012013 | 9/1/2013 | 9/1/2014 | EACH OCCURRENCE<br>AGGREGATE<br>$ | $10,000,000<br>$10,000,000<br>$ |
| C | **WORKERS COMPENSATION AND EMPLOYERS' LIABILITY**<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: Y<br>**(Mandatory in NH)**<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | 90-18205-01 | 5/1/2013 | 5/1/2014 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | <br>$1,000,000<br>$1,000,000<br>$1,000,000 |
| A | Garage Liability | | | XND0040500 | 9/1/2013 | 9/1/2014 | | $1,000,000. |

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

Holder is Additional Insured and provided Waiver of Subrogation per written contract. 30 Day Notice of Cancellation applies, except for Cancellation due to Non-Payment of premium.
County of Hidalgo shall be named as Additional Insured on all Commercial General Liability policies.

**CERTIFICATE HOLDER**

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edinburg TX

**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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The ACORD name and logo are registered marks of ACORD

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

November 21, 2012

E-12-299-12-04

Richard Conwill, Director of Gov't Sales
c/o Natalie Dixon, Gov't Sales Assoc.
SOUTHERN TIRE MART
529 Industrial Park Road
Columbia, MS 39429
Ph. (877) 786-4681 Fax (214) 203-0750

via email rconwill@stmtires.com
via email ndixon@stmtires.com
via certified mail

***Re:*** ***Extension to Contract No. C-11-193-12-06 -"Purchase of Tires -Including Installation and other Related Services)"-Hidalgo County Sheriff's Office (Including all other Hidalgo County Law Enforcement Agencies)***

Dear Mr. Conwill:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension/renewal for the **FIRST (1ST) YEAR** of the additional TWO (2) ONE (1) YEAR periods as provided in the current contract (under the same rates, terms and conditions), **commencing, December 06, 2012, expiring, December 05, 2012.** Please acknowledge receipt of this notice of placement on the next Commissioners' Court meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: Leticia.saenz@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____
Richard Conwill, Director of Governmental Sales
(or) Authorized Designee

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

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

Sincerely,

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

SOUTTIR-01 MCBR

# ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 8/30/2012

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<br>Stewart Sneed Hewes - Hattiesburg<br>A Division of BancorpSouth Insurance Services<br>P. O. Box 1976<br>Hattiesburg, MS 39403-1976<br>(601) 544-8703 | CONTACT NAME: Brenda McKee<br>PHONE (A/C, No, Ext): 601-554-7333 FAX (A/C, No): 877-288-0152<br>E-MAIL ADDRESS: brenda.mckee@bxsi.com |
| INSURED<br>Southern Tire Mart, LLC<br>529 Industrial Park Road<br>Columbia, MS 39429 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Companion Property & Casualty Ins Co — 12157<br>INSURER B : First Specialty Ins. Corp. — 34916<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | X | | PCP23001010101 | 9/1/2012 | 9/1/2013 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>X HIRED AUTOS<br>X NON-OWNED AUTOS | X | | PCA23001010101 | 9/1/2012 | 9/1/2013 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | UMBRELLA LIAB X OCCUR<br>X EXCESS LIAB CLAIMS-MADE<br>DED RETENTION $ | X | | IRE200008700 | 9/1/2012 | 9/1/2013 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | | | | WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A | Garage Liability | X | | PCP23001010101 | 9/1/2012 | 9/1/2013 | | $1,000,000. |

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

30 day notice of cancellation applies, except for cancellation due to non-payment of premium. Holder is Additional Insured and provided Waiver of Subrogation under all lines per written contract.

RE: Purchase of Tires-Including Installation and other Related Services, RFB NO.: 2011-193-09-21-SGS
County of Hidalgo is additional insured on all Commercial General Liability Policies.

**CERTIFICATE HOLDER**

Hidalto County
Attn: Purchasing Dept
2812 S. Highway Bus. 281
Edinburg, TX 78539-

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OP ID: MW

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 04/30/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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<br>HUB International Gulf South<br>11606 Southfork Dr.; Suite 300<br>Baton Rouge, LA 70816<br>David Alligood<br>225-218-2400<br>225-218-2401 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: SOUTH41 |
| INSURED<br>Southern Tire Mart, LLC<br>529 Industrial Park Road<br>Columbia, MS 39429 | INSURER(S) AFFORDING COVERAGE / NAIC #<br>INSURER A : Liberty Mutual Insurance Co. 23043<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | ☐ HIRED AUTOS | | | | | | | $ |
| | ☐ NON-OWNED AUTOS | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DEDUCTIBLE | | | | | | | $ |
| | ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | WC2-Z91-449285-012 | 05/01/12 | 05/01/13 | X WC STATU-TORY LIMITS ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

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

**CERTIFICATE HOLDER**

HIDAL-1

Hidalgo County
Attn: Purchasing Dept
2812 S. Highway Bus 281
Edinburg, TX 78539

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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**SPECIAL MEETING - DECEMBER 4, 2012**

**MBERED, that on this 4th day of December A.D., 2012, there was begun and**
**AL MEETING of the Honorable Commissioners' Court of Hidalgo County,**
**in the following members thereof were present, to-wit:**

| | |
|---|---|
| **HONORABLE JOEL QUINTANILLA** | **COMMISSIONER, PRECINCT NO. 1** |
| **HONORABLE HECTOR "TITO" PALACIOS** | **COMMISSIONER, PRECINCT NO. 2** |
| **HONORABLE JOE M. FLORES** | **COMMISSIONER, PRECINCT NO. 3** |
| **HONORABLE JOSEPH PALACIOS** | **COMMISSIONER, PRECINCT NO. 4** |

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**

# AGENDA
# CC CONSENT
# COMMISSIONERS' COURT
# MEETING
# December 4, 2012
# 9:30 A.M.

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**NOTICE TO THE PUBLIC**
**CONSENT AGENDA**

**The following items are of a routine or administrative nature. The Commissioners' Court has been furnished with background and support on each item, and/or it has been discussed at a previous meeting. All items will be acted upon by one vote without being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon. The remaining items will be adopted by one vote.**

On motion byCOMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded byCOMMISSIONER, PCT. 3 JOE M. FLORES, the Court made a UNANIMOUS vote to approve the Consent Agenda, with the exception of items 7.C, 11.F.1.C. and 11.K.2.
**Vote**: 4 - 0

On motion byCOMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded byCOMMISSIONER, PCT. 3 JOE M. FLORES, the Court made a UNANIMOUS vote to approve item 7.C. with a letter from the Association stating that a minimum of 25% eligible political subdivisions are members.
**Vote**: 4 - 0

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote to approve item 11.F.1.C, subject to the insurances being provided.
**Vote**: 4 - 0

On motion byCOMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote to approve item 11.K.2, subject to being provided a listing of all 92 Parcels.
Vote: 4 - 0

**C.** 139th District Court:
Approval of membership dues for Sylvia Reyes & Pete Lobato to the Texas Association for Court Administration in the amount of $75.00 each, with authority for County Treasurer to issue check after review, audit, and processing procedures are completed by County Auditor.

**8. Urban County:**

**A.** Request approval to enter into one (1) "Homebuyer Assistance Program" Contract under the Home Program.

**9. Budget & Management:**

**A.** Self Funded (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management in the amount of $ 47,634.37 for the period of 11/01-15/2012 and requesting approval of wire transfer.

**B.** 1. Approval of reimbursement in the amount of $587,955.96 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 11/10/12 to 11/23/12.

| | |
|---|---|
| 11/10-16/12 | $342,973.70 |
| 11/17-23/12 | $244,982.26 |
| TOTAL | $587,955.96 |

2. Approval of wire transfer to cover claims paid.

**10. IT Department - Renan Ramirez:**

**A.** Colonia Access Program:
Authorization and approval to deactivate wireless device service through the County's membership/participation with CONTRACT: DIR-SDD-1779 with awarded vendor VERIZON WIRELESS for the following:

| Employee Name: | Employee ID: | Plan Description: | MDN: |
|---|---|---|---|
| John Paul Lugo | 115363 | America's Choice II 600 Share Unl @ $42.99 | 956-578-1555 |

**11. Purchasing Dept:**
**Notes:**
**A. FOR ANY CONTRACTS(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**F.** 1. Requesting approval of the additional one (1) year extensions/renewals for various agreements as (set forth below)for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions;



a. SOUTHERN TIRE MART, LLC-"PURCHASE OF TIRES-Including Installation and other Related Services (Including all other HC Law Enforcement Agencies) in connection to Contract #C-11-193-12-06, effective 12/06/12.

b. HENRY SCHEIN, INC-MEDICAL SUPPLIES & EQUIPMENT (multi awarded contract) in connection to Contract#s E-11-325-11-29, VELACORP PHARMACISTS, INC dba SAN JUAN PHARMACY (E-11-325A-11-29) and UNITED MEDICAL SUPPLIES (E-11-325B-11-29), effective, 12/22/12

c. MID VALLEY PEST CONTROL-PEST CONTROL SERVCIES in connection to Contract #C-08-339-12-23, effective, 01/01/13.

d. TROPICAL TEXAS BEHAVIORAL HLTH CTR (MHMR)-SCREENING ASSESSMENTS and PSYCHIATRIC EVALUATION OF INMATES INCARCERATED AT COUNTY JAIL, in connection to IA-#E-11-323-11-29 (C-08-336-08-26), effective, 01/01/13.

2. Re-statement and notification of exercising the automatic additional nine (9) year extensions/renewal of continuing with same rates, terms and conditions under current Interlocal Agreement# C-11-288-10-18, between RIO GRANDE VALLEY COMMUNICATIONS GROUP and HIDALGO COUNTY for the purposes of “UTILIZING THE RGVCG 800 MHTZ RADIO SYSTEM FOR GOV'T FUNCTIONS” for the Hidalgo County Sheriff's Office, effective, 01/01/13.

**G.** Acceptance and approval of request for payment of Invoice #7801 in the amount of $17,123.49 as submitted by L&G Engineering amid Replacement Of Work Authorization No. 1 with Contract #C-12-050-01-31-PO#684280 for Professional Geotechnical Services for "Mile 17 North Roadway Rehabilitation And Widening Project In Precinct #1.

**H.** Acceptance and approval for Hidalgo County to purchase the continuation of the maintenance services with ending date of August 31, 2013 through assigned purchase order (no signed documents required only purchase order) with Office Communications Systems Inc. d/b/a Toshiba Business Solutions for Hidalgo County Human Resources Department-Toshiba Monochrome MFP-eStudio520 through Requisition #221758 in the amount of $910.00.

**I.** Requesting approval of payment for invoice No. 08.09 BCTD in the amount of $22,101.39 (3rd Call) as submitted by project engineer, Dos Logistics, Inc.

**J.** Acceptance and approval to exercise the County's option to renew the final year of the two (2)-one (1) year extensions as provided in the current contracts for "Printing Services And Related Supplies", under the same rates, terms and conditions with the following vendors:

1. E-11-316-12-12-Gateway Printing & Office Supply, Inc. d/b/a Jones & Cook Stationers (Original Contract C-10-068A-12-21);

**REQUIREMENTS AGREEMENT**
**C-11-193-12-06**

**THIS AGREEMENT** (the "Agreement") is entered into effective as of the **6th** day of **December, 2011** by and between **Southern Tire Mart, LLC** ("Seller") and **Hidalgo County, Texas** ("Buyer").

**WHEREAS,** Buyer has solicited sealed bids for the supply of its requirements of **Hidalgo County Sheriff's Office including All Other Hidalgo County Law Enforcement Agencies** for the -**"Purchase of Tires-Including Installation and other Related Services" (on an as needed basis)** (the "Product") as further described in Exhibit "A", Request for Bids (RFB) Procurement Packet as attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of **one (1) year** and;

**WHEREAS,** Seller has submitted a proposal to supply Buyer's requirements; and

**WHEREAS,** Buyer has determine that Seller has submitted the lowest and best bid to meet Buyer's requirements for certain of the Products, as herein after described.

**NOW THEREFORE,** for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell and deliver to Buyer, all of the Products listed on Exhibit "B", which is attached hereto and incorporated herein by references, that Buyer may require for use by Buyer in Hidalgo County projects for a period of **one (1) year, with the County's sole option to extend/renew for an additional two (2) one (1) year terms** based upon prior year's performance evaluation and contingent upon cost, terms and conditions remaining unchanged. Hidalgo County reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms and conditions at the end of the contract term for unforeseen delays in award of new bid for the next contract term. This Contract shall commence on **December 6, 2011** and expire on **December 5, 2012** and it is agreed that the Products will meet the Specifications in the Request for Bids (RFB) Procurement Packet set forth in Exhibit "A" hereto.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer:

Hidalgo County
Attn: County Judge
1615 South Closner, Suite J
Edinburg, Texas 78539

If to Seller:

Southern Tire Mart, LLC
Attn: Bobby Harms, Director of Government Sales
5051 Sharp Street
Dallas, Texas 75247

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: December 6, 2011

**COUNTY OF HIDALGO**

**ATTEST:**

Arturo Guajardo Jr., County Clerk

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 12/6/11 RO

**COMPANY:**
**SOUTHERN TIRE MART, LLC**

By: _____
Printed Name: BOBBY R. HARMS
Title: DIRECTOR OF GOVERNMENT SALES

**APPROVED AS TO FORM:**
Atlas & Hall, L.L.P.

_____
Stephen L. Crain, Attorney

# EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

# PURCHASING DEPARTMENT
County Of Hidalgo

September 06, 2011

(Company's name and address)

_____

_____

_____

_____

Re: **Hidalgo County Sheriff's Office- Including All Other Hidalgo County Law Enforcement Agencies**
Request for Bids -**"Purchase of Tires-Including Installation and Other Related Services"**
**Bid No: 2011-193-09-21-SGS**

Dear Respondents:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

# REQUEST FOR BIDS (RFB) CHECKLIST

## HIDALGO COUNTY SHERIFF'S OFFICE
### -Including All Other Hidalgo County Law Enforcement Agencies

## "Purchase of Tires-Including Installation and Other Related Services"
## RFB NO.: 2011-193-09-21-SGS

1. Request for Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 8 pages.
3. Exhibit A Specifications, consisting of 6 pages.
4. Exhibit B Bid Page, consisting of 3 pages.
5. Exhibit C Insurance Requirements, consisting of 4 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 1 page.
7. Vendor/Bidder Application and W-9 form(s) consisting of 6 pages.
8. Draft Service Agreement consisting of 8 pages
9. Certification Regarding Debarment, consisting of 1 page.

The above mentioned items shall be found in this Request for Bids (RFB) packet that is attached herewith. Should you find that any of the listed items are not attached in its entirety, please contact Purchasing by calling (956) 318-2626 or e-mail, to advise us of the missing documentation, and Purchasing will forward information either through facsimile, e-mail or by U.S. Mail.

Thank you.

Martha L Salazar

Martha L. Salazar, CPPB, Purchasing Agent

09/06/11
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

| Bid No: 2011-193-09-21 | Buyer: Sandy Suarez | Tel. No: (956) 318-2626 x 4860 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY SHERIFF'S OFFICE
**-Including All Other Hidalgo County Law Enforcement Agencies**

## "PURCHASE OF TIRES-INCLUDING INSTALLATION AND OTHER RELATED SERVICES"

## BID OPENING DATE:

## SEPTEMBER 21, 2011

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

1. Sealed bids will be received for **"HIDALGO COUNTY SHERIFF'S OFFICE-INCLUDING ALL OTHER HIDALGO COUNTY LAW ENFORCEMENT AGENCIES –"PURCHASE OF TIRES-INCLUDING INSTALLATION AND OTHER RELATED SERVICES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **One (1) original and Three (3) copies** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **"BID-2011-193-09-21-SGS-HIDALGO COUNTY SHERIFF'S OFFICE-INCLUDING ALL OTHER HIDALGO COUNTY LAW ENFORCEMENT AGENCIES- "PURCHASE OF TIRES –INCLUDING INSTALLATION AND OTHER RELATED SERVICES"** and in County's Purchasing Department, physical address: 2802 S. Business Hwy 281, mailing address 2812 S. Business 281 New Administration Building,, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, SEPTEMBER 21, 2011.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO"RFB-2011-193-09-21-SGS-HIDALGO COUNTY SHERIFF'S OFFICE-INCLUDING ALL OTHER HIDALGO COUNTY LAW ENFORCEMENT AGENCIES – PURCHASE OF TIRES- INCLUDING INSTALLATION AND OTHER RELATED SERVICES".** 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. Any shipping costs are to be F.O.B., destination. (vendor pays all shipping cost and remains responsible until County takes procession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14 Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- **Invoices must include:**
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – **"HIDALGO COUNTY SHERIFF'S OFFICE- INCLUDING ALL OTHER HIDALGO COUNTY LAW ENFORCEMENT AGENCIES – "PURCHASE OF TIRES – INCLUDING INSTALLATION AND OTHER RELATED SERVICES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  e) Contract number must be indicated on all invoices.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

**Hidalgo County Sheriff's Office**
**Attn: Myra Montoya**
**711 El Cibolo Rd**
**Edinburg, Texas 78539**
**956-383-8114**

17. **Schedule of Events**

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **SEPTEMBER 21, 2011** |
| Award of Contract | _____, 2011 |
| Commence Work or Deliver Products | _____, 2011 |

18. **Bid or Performance Bond and Debarment Certification; Payment Under Contract:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

. If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

. If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest:**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the

Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires,

(b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. ***Vendors hereby assigns to purchaser any and all claims for overcharges associated with this contract which arise under the antitrust laws of the United States, 15 USCA, Section 1 et. seq., and which arise under the antitrust laws of the State of Texas, Bus. & Com. Code, Section 15.01, et. seq.***

30. 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.

31. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

**HIDALGO COUNTY SHERIFF'S OFFICE**
**Including All Other Hidalgo County Law Enforcement Agencies**
**"PURCHASE OF TIRES-INCLUDING INSTALLATION AND OTHER RELATED SERVICES"**
**BID NO.: 2011-193-09-21-SGS**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2802 S. Bus. Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
Including All Other Hidalgo County Law Enforcement Agencies
"PURCHASE OF TIRES-INCLUDING INSTALLATION AND OTHER RELATED SERVICES"
RFB NO.: 2011-193-09-21-SGS

**SCOPE OF SERVICES:**

The County of Hidalgo is requesting sealed bids from qualified vendors to furnish tires and to provide related services to Hidalgo County Sheriff's Office, including all other Hidalgo County Law Enforcement Agencies, in accordance with specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation.

**SPECIFICATIONS:**

The following list of tires will be purchased only on an "**as needed basis**".

| | | | |
|---|---|---|---|
| 1. 235-85-R16 (hwy all steel 10 ply) | 17. LT325-65-R18 (all terrain) | 33. 11R22.5 | 49. 285/60R18 M + S |
| 2. LT235-75-R15 (all terrain 10 ply) | 18. 325-65-18 | 34. 11R24.5 | 50. P255/65-R17 |
| 3. P215-60-R16 | 19. 285-45-22 | 35. 37x12.50x17 | 51. P255/70R17 11OT Silent Amor |
| 4. LT265-70-R17 (all terrain- 10 ply) | 20. 225-60-18 | 36. 235/55 R17 (speed rated) | 52. P255/70R17 M + S 11OT Silent Armor |
| 5. P225-60-R16 (speed rated) | 21. 265-35-22 | 37. P235-55-R17 (speed rated) | 53. P265/60R17 108-H |
| 6. LT245-78-R16 (all terrain -10 ply) | 22. 275-60-20 | 38. P235-75-R17 (10 ply) | 54. P265/90R17 108-H |
| 7. LT265-75-R16 (all terrain -10 ply) | 23. 215-60-17 | 39. P245-65-R17 (regular tire) | 55. LT265/70R17 TransForce A/T |
| 8. P265-70-R18 | 24. 225-45-17 | 40. P245-70-R17 (10 ply) | 56. 215/85-R16 A/T (front) |
| 9. P255-70-R16 | 25. 275-55-20 | 41. P255-70-R17 (10 ply) | 57. 225/75-R16 (back) |
| 10. P205-65-R15 | 26. 225-55-17 | 42. P265-60-R17 (speed rated) | 58. 235/65-R17 |
| 11. P205-55-R16 | 27. 255-50-19 | 43. P265-70-R17 (10 ply) | 59. 245/75-R16 A/T |
| 12. P205-50-R16 | 28. 295-75-R22.5 | 44. 235/55R17 | 60. 255/70-18 |
| 13. 245-70-R19.5 (hwy) | 29. 305-55-20 | 45. 235/55 ZR17 | 61. P85/60-R18 |
| 14. P205-75-R15 | 30. 8.25R20 | 46. 235/55 ZR17 99W M +S | |
| 15. LT235-75-R16 | 31. 9.00R20 | 47. 255/60R16 Firestone Fire hawk PT 41 | |
| 16. P235-70-R17 | 32. 10.00R20 | 48. 265/70R17 M + S | |

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
Including All Other Hidalgo County Law Enforcement Agencies
"PURCHASE OF TIRES-INCLUDING INSTALLATION AND OTHER RELATED SERVICES"
RFB NO.: 2011-193-09-21-SGS

**REQUIREMENTS, TERMS AND CONDITIONS**

1. Interested vendors may have at least **one (1) service/store location in Hidalgo County.**
2. All tires specified as **"all terrain"** should be for speeds of 100 mph and greater.
3. All tires specified as **"all steel"** should be for speeds of 100 mph and greater.
4. The charges for mounting (valve stems included), rotation and balancing will be itemized separately from the Unit price per tire (see Exhibit "B"- Bid page).
5. Mounting, rotation and balancing of tires is **OPTIONAL,** and will be done only on an **"as needed basis".**
6. Hidalgo County Sheriff's Office will dispose of all their used tires.
7. All tire purchases will be on an "as needed basis". There is no guaranteed annual volume.
8. One (1) or more vendor(s) may be designated as awarded Vendor(s) for purchases of tires for Hidalgo County Sheriff's Office.
9. Vendor(s) will use only service technicians with a minimum of one (1) year experience in performing mounting, rotation and balancing tires.
10. Hidalgo County reserves the right to award item by item or services to One (1) or to Multiple vendors, if it deems it is in its best interest to do so.
11. Insurance requirements for this project to be maintained throughout the contract term (Refer to limits on the Exhibit "C" for limits)
12. **All costs and expenses associated with the preparation and submission of (bid, proposals, statements of qualifications (RFQ) and quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.**
13. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities to accept the bid considered the best and most advantage to the County.
14. Interested Vendor(s) must have been established and in business for at least two years.

15. Hidalgo County may utilize "State Awarded Contracts or any other cooperative purchasing programs" when it is in the County best interest to do so.

16. 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 two (2) additional one (1) year terms under the same rates, terms and conditions.

17. Hidalgo County reserves the right to continue this bid for an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process.

18. Hidalgo County reserves the right to hold bids for period of ninety (90) days without taking any action.

19. 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.

20. Vendor(s) agrees that to the extent an item is unavailable from Vendor(s) own inventory, vendor(s) will be responsible for locating an alternative supplier and for providing the product or service to Hidalgo County.

21. 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.

22. Costs are to be net F.O.B., County Prepaid.

23. Hidalgo County reserves the right to reject any or all bids/offers, and to select any part or parts thereof without accepting the entire bid/offer. Hidalgo County may purchase through the source that provides the lowest and best bid/offer to the County. Successful bidder will be notified of award as promptly as a thorough analysis of bids/offers will permit, and shall have ten (10) calendar days following date of notification of award in which to supply certificate of insurance as may be required herein.

24. 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.

## DISQUALIFICAITONS OF BIDDERS:

Any one or more of the following causes may be considered sufficient for the disqualification of a bidder and the rejection of his/her bid or bids:

1. Evidence of collusion among bidders.

2. Lack of responsibility as revealed by either financial, experience or equipment statements, as submitted.

3. Lack of expertise as shown by past work, and judged from the standpoint of workmanship and performance history.

4. Uncompleted work under other contracts which, in the judgment of Hidalgo County might hinder or prevent the prompt completion of additional work if awarded.

## Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1. **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

    - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.

- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2. **Price Reduction:** Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3. **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.
4. **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5. **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

**ADDITIONAL INFORMATION:**

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Texas 78539

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE (956) 292-7612 OR VIA E-MAIL sandy.suarez@co.hidalgo.tx.us, NO LATER THAN Wednesday, September 14, 2011 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, September 16, 2011 by 5:00 p.m.**

# EXHIBIT "B"

## HIDALGO COUNTY SHERIFF'S OFFICE

(Including All Other Hidalgo County Law Enforcement Agencies)

## "PURCHASE OF TIRES – INCLUDING INSTALLATION AND OTHER RELATED SERVICES"

## BID NO. 2011-193-09-21-SGS

## BID PAGE

| NO. | TIRE SIZE AND DESCRIPTION | BRAND | UNIT PRICE PER TIRE | OPTIONAL SERVICES- FEES | | |
|---|---|---|---|---|---|---|
| | | | | Mounting (Including Valve Stem) | Rotation | Balancing |
| 1 | 235-85-R16 (hwy all steel 10 ply) | | | | | |
| 2 | LT235-75-R15 (all terrain 10 ply) | | | | | |
| 3 | P215-60-R16 | | | | | |
| 4 | LT265-70-R17 (all terrain 10 ply) | | | | | |
| 5 | P225-60-R16 (speed rated) | | | | | |
| 6 | LT245-78-R16 (all terrain 10 ply) | | | | | |
| 7 | LT265-75-R16 (all terrain 10 ply) | | | | | |
| 8 | P265-70-R18 | | | | | |
| 9 | P255-70-R16 | | | | | |
| 10 | P205-65-R15 | | | | | |
| 11 | P205-55-R16 | | | | | |
| 12 | P205-50-R16 | | | | | |
| 13 | 245-70-R19.5 (hwy) | | | | | |
| 14 | P205-75-R15 | | | | | |
| 15 | LT235-75-R16 | | | | | |
| 16 | P235-70-R17 | | | | | |
| 17 | LT325-65-R18 | | | | | |
| 18 | 325-65-18 | | | | | |
| 19 | 285-45-22 | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 20 | 225-60-18 | | | | | |
| 21 | 265-35-22 | | | | | |
| 22 | 275-60-20 | | | | | |
| 23 | 215-60-17 | | | | | |
| 24 | 225-45-17 | | | | | |
| 25 | 275-55-20 | | | | | |
| 26 | 225-55-17 | | | | | |
| 27 | 255-50-19 | | | | | |
| 28 | 295/75/R22.5 | | | | | |
| 29 | 305-55-20 | | | | | |
| 30 | 8.25R20 | | | | | |
| 31 | 9.00R20 | | | | | |
| 32 | 10.00R20 | | | | | |
| 33 | 11R22.5 | | | | | |
| 34 | 11R24.5 | | | | | |
| 35 | 37x12.50x17 | | | | | |
| 36 | 235/55 R17 (speed rated) | | | | | |
| 37 | P235-55-R17 (speed rated) | | | | | |
| 38 | P235-75-R17 (10 ply) | | | | | |
| 39 | P245-65-R17 (regular tire) | | | | | |
| 40 | P245-70-R17 (10 ply) | | | | | |
| 41 | P255-70-R17 (10 ply) | | | | | |
| 42 | P265-60-R17 (speed rated) | | | | | |
| 43 | P265-70-R17 (10 ply) | | | | | |
| 44 | 235/55 R17 | | | | | |
| 45 | 235/55 ZR17 | | | | | |
| 46 | 235/55-ZR17 99W M +S | | | | | |
| 47 | 255/60R16 Firestone Fire hawk PT 41 | | | | | |
| 48 | 265/70R17 M + S | | | | | |
| 49 | 285/60R18 M + S | | | | | |
| 50 | P255/65R17 | | | | | |
| 51 | P255/70R17 11OT Silent Amor | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| 52 | P255/70R17 M+S 11OT Silent Armor | | | | | |
| 53 | P265/60R17 108-H | | | | | |
| 54 | P265/90R17 108-H | | | | | |
| 55 | T265/70R17 TransForce A/T | | | | | |
| 56 | 215/85-R16 A/T (front) | | | | | |
| 57 | 225/75-R16 (back) | | | | | |
| 58 | 235/65-R17 | | | | | |
| 59 | 245/75-R16 A/T | | | | | |
| 60 | 245/75-R16 A/T | | | | | |
| 61 | P85/60-R18 | | | | | |

**Note**: If you **do offer** the service of mounting, rotation or balancing tires please put dollar amount, and if you **do not offer** the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

BIDDER'S INFORMATION:

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

# ACORD

## CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

### COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| A | **GENERAL LIABILITY**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PERS & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | DUCTS - COMP OP AGG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY: EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS-MADE<br>☐ DEDUCTIBLE<br>☐ 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** | | | | | |

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED: INSURER LETTER: ____

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES

AUTHORIZED REPRESENTATIVE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

- will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

- will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

  Automobile Liability: $_____ General Liability: $_____

- have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department**
**Thru Facsimile: (956) 318-2629 or (956) 292-7612**
**in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539**
**or email: purchasing@co.hidalgo.tx.us**

| | |
|---|---|
| **Company Name:** | **Telephone No. (  )** |
| **dba Name:** | |
| **Legal Name:** | |
| **Mailing Address:** | **Fax No. (  )** |
| **Physical Address:** | |
| **City, State, Zip** | **Tax I.D. No.** |
| **Remit to Address :** | **City, State, Zip** |
| **E-Mail Address:** | |
| **Representative(s) Name(s) & Title(s)** | |

**Type of Organization (check one):** _____ **Individual** _____ **Partnership** _____ **Corporation** _____**Non-Profit**
_____ **LLC** _____ **Sole Proprietor** _____ **Other, Specify**
**State Identification No.**_____ **(Please attached completed W-9 form with this application)**
**Federal Identification No. or (if individual) SS No.**

**State of Incorporation:** _____ **Date:**_____ **Other:**

**Type of Business (check one):** _____ **Manufacturer** _____ **Wholesaler** _____ **Retailer** _____ **Broker**
_____ **Distributor** _____ **Service Organization** _____ **Other, Specify**

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

**Small Business:**

☐ Less than 125,000 annual gross receipt
☐ Less than 250,000 annual gross receipt
☐ Less than 499,000 annual gross receipt
☐ More than 500,000 annual gross receipt

**Disadvantaged Business (At Least 51% Ownership)**

☐ Black American
☐ Hispanic American
☐ Asian Pacific American
☐ Native American
☐ Women
☐ Other

**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No

**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

## HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

---

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

| | | | – | | – | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

Employer identification number

| | | – | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| | | | | | | | | | |

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of U.S. person ▶ Date ▶

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

### Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

### Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt payees except for 9 |
| Broker transactions | Exempt payees 1 through 5 and 7 through 13. Also, C corporations. |
| Barter exchange transactions and patronage dividends | Exempt payees 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt payees 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or disregarded entity owned by an individual | The owner [3] |
| 6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A)) | The grantor* |
| **For this type of account:** | **Give name and EIN of:** |
| 7. Disregarded entity not owned by an individual | The owner |
| 8. A valid trust, estate, or pension trust | Legal entity [4] |
| 9. Corporation or LLC electing corporate status on Form 8832 or Form 2553 | The corporation |
| 10. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 11. Partnership or multi-member LLC | The partnership |
| 12. A broker or registered nominee | The broker or nominee |
| 13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |
| 14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B)) | The trust |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "B"

## BID PAGE and TABULATION SHEET

# EXHIBIT "B"

## HIDALGO COUNTY SHERIFF'S OFFICE

(Including All Other Hidalgo County Law Enforcement Agencies)

## "PURCHASE OF TIRES – INCLUDING INSTALLATION AND OTHER RELATED SERVICES"

## BID NO. 2011-193-09-21-SGS

## BID PAGE

| NO. | TIRE SIZE AND DESCRIPTION | BRAND | UNIT PRICE PER TIRE | OPTIONAL SERVICES- FEES | | |
|---|---|---|---|---|---|---|
| | | | | Mounting (Including Valve Stem) | Rotation | Balancing |
| 1 | 235-85-R16 (hwy all steel 10 ply) | BRIDGESTONE DURAVIS R250 ALL STEEL (206-278) | $164.00 | $8.00 | $6.00 | $8.00 |
| 2 | LT235-75-R15 (all terrain 10 ply) | FIRESTONE TRANSFORCE AT 6 PLY (189-650) | $86.50 | $8.00 | $6.00 | $8.00 |
| 3 | P215-60-R16 | FIRESTONE PRECISION TOURING (140-718) | $61.00 | $8.00 | $6.00 | $8.00 |
| 4 | LT265-70-R17 (all terrain 10 ply) | FIRESTONE TRANSFORCE AT 10 PLY (200-190) | $111.90 | $8.00 | $6.00 | $8.00 |
| 5 | P225-60-R16 (speed rated) | FIRESTONE FIREHAWK PV-41 (067-911) | $71.60 | $8.00 | $6.00 | $8.00 |
| 6 | LT245-78-R16 (all terrain 10 ply) | FIRESTONE TRANSFORCE AT 10 PLY (189-582) | $94.50 | $8.00 | $6.00 | $8.00 |
| 7 | LT265-75-R16 (all terrain 10 ply) | FIRESTONE TRANSFORCE AT 10 PLY (189-599) | $104.00 | $8.00 | $6.00 | $8.00 |
| 8 | P265-70-R18 | FIRESTONE DESTINATION LE SL (066-173) | $108.80 | $8.00 | $6.00 | $8.00 |
| 9 | P255-70-R16 | FIRESTONE DESTINATION LE SL (147-033) | $92.00 | $8.00 | $6.00 | $8.00 |
| 10 | P205-65-R15 | FIRESTONE PRECISION TOURING (140-633) | $53.50 | $8.00 | $6.00 | $8.00 |
| 11 | P205-65-R16 | FIRESTONE PRECISION TOURING (140-701) | $68.00 | $8.00 | $6.00 | $8.00 |
| 12 | P205-50-R16 | FIRESTONE PRECISION SPORT (138-168) | $66.00 | $8.00 | $6.00 | $8.00 |
| 13 | 245-70-R19.5 (hwy) | FIRESTONE FS560 12 PLY (169-981) | $254.00 | $18.00 | $22.00 | $20.00 |
| 14 | P205-75-R15 | FIRESTONE DESTINATION AT SL (026-490) | $75.50 | $8.00 | $6.00 | $8.00 |
| 15 | LT235-75-R16 | FIRESTONE DESTINATION LE XL (054-358) | $87.00 | $8.00 | $6.00 | $8.00 |
| 16 | P235-70-R17 | FIRESTONE DESTINATION LE XL (097-538) | $93.50 | $8.00 | $6.00 | $8.00 |
| 17 | LT325-65-R18 | FIRESTONE DESTINATION AT 10 PLY (192-353) | $196.00 | $8.00 | $6.00 | $8.00 |
| 18 | 325-65-18 | FIRESTONE DESTIINATION MT 10 PLY (205-188) | $211.00 | $8.00 | $6.00 | $8.00 |
| 19 | 285-45-22 | FIRESTONE DESTINATION SL (133-782) | $121.00 | $8.00 | $6.00 | $8.00 |

9-30
9/21/11

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| | | | | | | |
|---|---|---|---|---|---|---|
| 20 | 225-60-18 | FIRESTONE FIREHAWK GT PURSUIT (005-254) | $96.00 | $8.00 | $6.00 | $8.00 |
| 21 | 265-35-22 | VENEZIA CRUSADE SUV (VZ-4157) | $116.00 | $8.00 | $6.00 | $8.00 |
| 22 | 275-60-20 | FIRESTONE DESTINATION LE SL (108-741) | $131.00 | $8.00 | $6.00 | $8.00 |
| 23 | 215-60-17 | FIRESTONE AFFINITY TOURING TA (043-716) | $69.00 | $8.00 | $6.00 | $8.00 |
| 24 | 225-45-17 | VENEZIA CRUSADE HP (VZ-277) | $76.00 | $8.00 | $6.00 | $8.00 |
| 25 | 275-55-20 | FIRESTONE DESTINATION ST (232-123) | $111.00 | $8.00 | $6.00 | $8.00 |
| 26 | 225-55-17 | FIRESTONE WIDE OVAL INDY 500 (136-978) | $85.80 | $8.00 | $6.00 | $8.00 |
| 27 | 255-50-19 | FIRESTONE DESTINATION ST XL (232-140) | $130.00 | $8.00 | $6.00 | $8.00 |
| 28 | 295/75/R22.5 | HANKOOK TL 01 14 PLY (3001158) | $290.00 | $18.00 | $22.00 | $20.00 |
| 29 | 305-55-20 | HANKOOK DYNA PRO 10 PLY (2001433) | $350.00 | $18.00 | $22.00 | $20.00 |
| 30 | 8.25R20 | PACIFICA HWY TT SET 14 PLY (PFT-3012) | $203.00 | $18.00 | $22.00 | $20.00 |
| 31 | 9.00R20 | PACIFICA HWY TT SET 14 PLY (PFT-3015) | $233.00 | $18.00 | $22.00 | $20.00 |
| 32 | 10.00R20 | PACIFICA HWY TT SET 14 PLY (PFT-3221) | $252.00 | $18.00 | $22.00 | $20.00 |
| 33 | 11R22.5 | LING LONG PREMIUM STEER 14 PLY (MTR-2002-LL) | $305.00 | $18.00 | $22.00 | $20.00 |
| 34 | 11R24.5 | LING LONG PREMIUM STEER 14 PLY (MTR-2102-LL) | $335.00 | $18.00 | $22.00 | $20.00 |
| 35 | 37x12.50x17 | YOKOHOMA GEOLANDER A/TS (01273) | $370.00 | $8.00 | $6.00 | $8.00 |
| 36 | 235/55 R17 | (speed rated) FIRESTONE FIREHAWK GT Z (077-325) | $86.25 | $8.00 | $6.00 | $8.00 |
| 37 | P235-55-R17 | (speed rated) FIRESTONE FIREHAWK GT Z (077-325) | $86.25 | $8.00 | $6.00 | $8.00 |
| 38 | P235-75-R17 | (10 ply) FIRESTONE DESTINATION AT SL (054-239) | $103.00 | $8.00 | $6.00 | $8.00 |
| 39 | P245-65-R17 | (regular tire) FIRESTONE DESTINATION LE SL (040-928) | $102.00 | $8.00 | $6.00 | $8.00 |
| 40 | P245-70-R17 | (10 ply) FIRESTONE TRANSFORCE HT 10 PLY (191-316) | $100.00 | $8.00 | $6.00 | $8.00 |
| 41 | P255-70-R17 | (10 ply) FIRESTONE DESTINATION AT SL (054-290) | $107.00 | $8.00 | $6.00 | $8.00 |
| 42 | P265-60-R17 | (speed rated) FIRESTONE FIREHAWK GT V PURSUIT (023-189) | $106.00 | $8.00 | $6.00 | $8.00 |
| 43 | P265-70-R17 | (10 ply) FEDERAL COURAGIA AT (48FF73FA) | $110.00 | $8.00 | $6.00 | $8.00 |
| 44 | 235/55 R17 | FIRESTONE WIDE OVAL INDY 500 (136-995) | $89.50 | $8.00 | $6.00 | $8.00 |
| 45 | 235/55 ZR17 | FIRESTONE FIREHAWK GT Z (077-325) | $86.25 | $8.00 | $6.00 | $8.00 |
| 46 | 235/55-ZR17 | 99W M +S FIRESTONE FIREHAWK GT Z (077-325) | $86.25 | $8.00 | $6.00 | $8.00 |
| 47 | 255/60R16 | Firestone Fire hawk PT 41 (067-911) | $71.60 | $8.00 | $6.00 | $8.00 |
| 48 | 265/70R17 | M + S FIRESTONE TRANSFORCE HT 10 PLY (200-156) | $110.00 | $8.00 | $6.00 | $8.00 |
| 49 | 285/60R18 | M + S BRIDGESTONE DUELER HT 684 II (112-889) | $130.00 | $8.00 | $6.00 | $8.00 |
| 50 | P255/65R17 | FIRESTONE DESTINATION LE (083-190) | $116.00 | $8.00 | $6.00 | $8.00 |
| 51 | P255/70R17 | 11OT Silent Amor FIRESTONE DESTINATION AT SL (054-290) | $109.00 | $8.00 | $6.00 | $8.00 |

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| | | | | | | |
|---|---|---|---|---|---|---|
| 52 | P255/70R17 M+S 110T Silent Armor | FIRESTONE DESTINATION A/T SL (054-290) | $109.00 | $8.00 | $6.00 | $8.00 |
| 53 | P265/60R17 108-H | FIRESTONE TRANSFORCE HT 10 PLY (200-156) | $110.00 | $8.00 | $6.00 | $8.00 |
| 54 | P265/90R17 108-H | FIRESTONE DESTINATION AT (026-784) | $104.00 | $8.00 | $6.00 | $8.00 |
| 55 | T265/70R17 TransForce A/T | FS TRANSFORCE AT 10 PLY (200-190) | $114.00 | $8.00 | $6.00 | $8.00 |
| 56 | 215/85-R16 A/T (front) | FS TRANSFORCE AT 10 PLY (189-565) | $93.00 | $8.00 | $6.00 | $8.00 |
| 57 | 225/75-R16 (back) | FIRESTONE TRANSFORCE AT 10 PLY (189-667) | $89.00 | $8.00 | $6.00 | $8.00 |
| 58 | 235/65-R17 | FIRESTONE DESTINATION LE SL (040-911) | $100.00 | $8.00 | $6.00 | $8.00 |
| 59 | 245/75-R16 A/T | FIRESTONE TRANSFORCE AT 10 PLY (189-582) | $96.00 | $8.00 | $6.00 | $8.00 |
| 60 | 245/75-R16 A/T | FIRESTONE TRANSFORCE AT 10 PLY (189-582) | $96.00 | $8.00 | $6.00 | $8.00 |
| 61 | P85/60-R18 | NO BID | NO BID | $8.00 | $6.00 | $8.00 |

**Note:** If you do offer the service of mounting, rotation or balancing tires please put dollar amount, and if you do not offer the service of mounting, rotation or balancing tires please specify by putting "NA" inside the boxes.

BIDDER'S INFORMATION:

9 3/4a
9/21/11

BIDDER/COMPANY NAME: SOUTHERN TIRE MART, LLC

ADDRESS: 5051 SHARP STREET

CITY/STATE/ZIP CODE: DALLAS, TEXAS 75247

PHONE & FAX NO'S: 877-786-4681 TOLL FREE PHONE 214-389-7111 FAX

CELLULAR NO: 817-247-6845

E-MAIL ADDRESS: bharms@stmtires.com

AUTHORIZED SIGNATURE: Bobby R. Harms

PRINTED NAME: BOBBY HARMS

TITLE: DIRECTOR OF GOVERNMENT SALES

# TABULATION SHEET
## HIDALGO COUNTY SHERIFF'S OFFICE
(Including all Other Hidalgo Co. Law Enforcement Agencies)
## "PURCHASE OF TIRES-INCLUDING INSTALLATION AND OTHER RELATED SERVICES"
## BID NO. 2011-193-09-21-SGS

| ITEM NO. | TIRE SIZE & DESCRIPTION | SOLE BIDDER | | | | |
|---|---|---|---|---|---|---|
| | | SOUTHERN TIRE MART, LLC | | | | |
| | | Tire Brand | Unit Price | Mounting (Including stem valve) | Rotation | Balancing |
| 1 | 235-85-R16 (hwy all steel 10 ply) | Bridgestone Duravis R250 all steel (206-278) | $ 164.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 2 | LT235-75-R15 (all terrain 10 ply) | Firestone Transforce AT 6 ply (189-650) | $ 86.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 3 | P215-60-R16 | Firestone Precision Touring (104-718) | $ 61.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 4 | LT265-70-R17 (all terrain 10 ply) | Firestone Transforce AT 10 ply (200-190) | $111.90 | $ 8.00 | $ 6.00 | $ 8.00 |
| 5 | P225-60-R16 (speed rated) | Firestone FireHawk PV -41 (607-911) | $71.60 | $ 8.00 | $ 6.00 | $ 8.00 |
| 6 | LT245-78-R16 (all terrain 10 ply) | Firestone Transforce AT 10 ply (189-582) | $ 94.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 7 | LT265-75-R16 (all terrain 10 ply) | Firestone Transforce AT 10 ply (189-599) | $ 104.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 8 | P265-70-R18 | Firestone Destination LE SL (066-173) | $ 108.80 | $ 8.00 | $ 6.00 | $ 8.00 |
| 9 | P255-70-R16 | Firestone Destination LE SL (147-033) | $ 92.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 10 | P205-65-R15 | Firestone Precision Touring (140-633) | $ 53.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 11 | P205-55-R16 | Firestone Precision Touring (140-701) | $ 68.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 12 | P205-50-R16 | Firestone Precision Sport (138-168) | $ 66.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 13 | 245-70-R19.5 (hwy) | Firestone FS560 12 ply (169-981) | $ 254.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 14 | P205-75-R15 | Firestone Destination AT SL (026-490) | $ 75.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 15 | LT235-75-R16 | Firestone Destination LE XL (054-358) | $ 87.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 16 | P235-70-R17 | Firestone Destination LE XL (097-538) | $ 93.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 17 | LT325-65-R18 (all terrain) | Firestone Destination AT 10 ply (192-353) | $ 196.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 18 | 325-65-18 | Firestone Destination MT 10 ply (205-188) | $ 211.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 19 | 285-45-22 | Firestone Destination ST (133-782) | $ 121.00 | $ 8.00 | $ 6.00 | $ 8.00 |

| Item No. | Tire size & Description | Tire Brand | Unit Price | Mounting (Including stem valve) | Rotation | Balancing |
|---|---|---|---|---|---|---|
| 20 | 225-60-18 | Firestone FireHawk GT Pursuit (005-254) | $ 96.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 21 | 265-35-22 | Venezia Crusade SUV (VZ-4157) | $ 116.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 22 | 275-60-20 | Firestone Destination LE SL (108-741) | $ 131.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 23 | 215-60-17 | Firestone Affinity Touring TA (043-716) | $ 69.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 24 | 225-45-17 | Venezia Crusade HP (VZ-277) | $ 76.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 25 | 275-55-20 | Firestone Destination ST (232-123) | $111.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 26 | 225-55-17 | Firestone Wide Oval Indy 500 (136-978) | $ 85.80 | $ 8.00 | $ 6.00 | $ 8.00 |
| 27 | 255-50-19 | Firestone Destination ST XL (232-140) | $ 130.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 28 | 295/75/R22.5 | HanKook TL 01 14 ply (3001158) | $ 290.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 29 | 305-55-20 | Hankook Dyna Pro 10 ply (2001433) | $ 350.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 30 | 8.25R20 | Pacifica Hwy TT set 14 ply (PFT-3012) | $ 203.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 31 | 9.00R20 | Pacifica Hwy TT set 14 ply (PFT-3015) | $ 233.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 32 | 10.00/20 | Pacifica Hwy TT set 14 ply (PFT-3221) | $ 252.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 33 | 11R22.5 | Ling Long Premium STEER 14 ply (MTR-2002-LL) | $ 305.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 34 | 11R24.5 | Ling Long Premium STEER 14 ply (MTR-2102-LL) | $ 335.00 | $ 18.00 | $ 22.00 | $ 20.00 |
| 35 | 37X12.50X17 | Yokohoma Geolander A/TS (01273) | $ 370.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 36 | 235/55 R17 (speed rated) | Firestone FireHawk GT Z (077-325) | $ 86.25 | $ 8.00 | $ 6.00 | $ 8.00 |
| 37 | P235-55-R17 (speed rated) | Firestone FireHawk GT Z (077-325) | $ 86.25 | $ 8.00 | $ 6.00 | $ 8.00 |
| 38 | P235-75-R17 (10 ply) | Firestone Destination AL ST (054-239) | $ 103.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 39 | P245-65-R17 (regular tire) | Firestone Destination LE SL (040-928) | $ 102.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 40 | P245-70-R17 (10 ply) | Firestone Transforce HT 10 ply (191-316) | $ 100.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 41 | P255-70-R17 (10 ply) | Firestone Destination AT SL (054-290) | $107.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 42 | P265-60-R17 (speed rated) | Firestone Fire Hawk Pursuit GT V (023-189) | $106.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 43 | P265-70-R17 (10 ply) | Federal Couragia AT (48FF73FA) | $ 110.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 44 | 235/55 R17 | Firestone Wide Oval Indy 500 (136-995) | $ 89.50 | $ 8.00 | $ 6.00 | $ 8.00 |
| 45 | 235/55 ZR17 | Firestone FireHawk GT Z (077-325) | $ 86.25 | $ 8.00 | $ 6.00 | $ 8.00 |
| 46 | 235/55-ZR17 99W M +S | Firestone FireHawk GT Z (077-325) | $ 86.25 | $ 8.00 | $ 6.00 | $ 8.00 |
| 47 | 255/60R16 Firestone Firehawk PT 41 | Firestone FireHawk PT 41 (067-911) | $ 71.60 | $ 8.00 | $ 6.00 | $ 8.00 |
| 48 | 265/70R17 M + S | Firestone Transforce HT 10 ply (200-156) | $ 110.00 | $ 8.00 | $ 6.00 | $ 8.00 |

| Item No. | Tire size & Description | Tire Brand | Unit Price | Mounting (Including stem valve) | Rotation | Balancing |
|---|---|---|---|---|---|---|
| 49 | 285/60R18 M + S | Bridgestone Dueler HT 684 II (112-889) | $ 130.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 50 | P255/65R17 | Firestone Destination LE (083-190) | $ 116.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 51 | P255/70R17 11OT Silent Amor | Firestone Destination AT SL (054-290) | $ 109.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 52 | P255/70R17 M+S 11OT Silent Armor | Firestone Destination AT SL (054-290) | $ 109.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 53 | P265/60R17 108-H | Firestone TransForce HT 10 ply (200-156) | $ 110.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 54 | P265/90R17 108-H | Firestone Destination AT (026-784) | $ 104.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 55 | T265/70R17 Transforce A/T | Firestone TransForce AT 10 ply (200-190) | $ 114.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 56 | 215/85-R16 A/T (front) | Firestone TransForce AT 10 ply (189-565) | $ 93.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 57 | 225/75-R16 (back) | Firestone TransForce AT 10 ply (189-667) | $ 89.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 58 | 235/65-R17 | Firestone Destination LE SL (040-911) | $ 100.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 59 | 245/75-R16 A/T | Firestone TransForce AT 10 ply (189-582) | $ 96.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| ** 60 | 245/75-R16 A/T | Firestone TransForce AT 10 ply (189-582) | $ 96.00 | $ 8.00 | $ 6.00 | $ 8.00 |
| 61 | P85/60-R18 | NO BID | NO BID | $ 8.00 | $ 6.00 | $ 8.00 |

** Note: #60 will not be awarded, due to erroneously duplicating tire #59

# EXHIBIT "C"

CERTIFICATE OF INSURANCE

MCBR

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/15/2011

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER (601) 544-8703<br>Stewart Sneed Hewes - Hattiesburg<br>A Division of BancorpSouth Insurance Services<br>P. O. Box 1976<br>Hattiesburg, MS 39403-1976 | CONTACT NAME: Brenda McKee<br>PHONE (A/C, No, Ext): 601-554-7333 FAX (A/C, No): 877-288-0152<br>E-MAIL ADDRESS: brenda.mckee@bxsi.com<br>PRODUCER CUSTOMER ID #: SOUTTIR-01 |
| INSURED Southern Tire Mart, LLC<br>529 Industrial Park Road<br>Columbia, MS 39429 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Companion Property & Casualty Ins Co — 12157<br>INSURER B : Lexington Insurance Company — 19437<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>[X] COMMERCIAL GENERAL LIABILITY<br>[ ] CLAIMS-MADE [X] OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>[ ] POLICY [ ] PRO-JECT [ ] LOC | X | | PCP23001010001 | 9/1/2011 | 9/1/2012 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 300,000<br>$ 10,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>[X] ANY AUTO<br>[ ] ALL OWNED AUTOS<br>[ ] SCHEDULED AUTOS<br>[X] HIRED AUTOS<br>[X] NON-OWNED AUTOS | X | | PCA23001010001 | 9/1/2011 | 9/1/2012 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| B | [ ] UMBRELLA LIAB [X] OCCUR<br>[X] EXCESS LIAB [ ] CLAIMS-MADE<br>[ ] DEDUCTIBLE<br>[ ] RETENTION $ | X | | 0153744875 | 9/1/2011 | 9/1/2012 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | | | | WC STATU-TORY LIMITS [ ] OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ |
| A | Garage Liability | X | | PCP23001010001 | 9/1/2011 | 9/1/2012 | | $1,000,000 |

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

30 day notice of cancellation applies, except for cancellation due to non-payment of premium.

RE: Purchase of Tires-Including Installation and other Related Services, RFB NO.: 2011-193-09-21-SGS

County of Hidalgo is additional insured on all Commercial General Liability Policies.

**CERTIFICATE HOLDER**

Hidalto County
Attn: Purchasing Dept
2812 S. Highway Bus. 281
Edinburg, TX 78539-

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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OP ID: AK

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 09/08/11

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| | |
|---|---|
| PRODUCER<br>HUB International Gulf South<br>11606 Southfork Dr.; Suite 300<br>Baton Rouge, LA 70816<br>David Alligood<br>225-218-2400<br>225-218-2401 | CONTACT NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL ADDRESS:<br>PRODUCER CUSTOMER ID #: SOUTH41 |
| INSURED<br>Southern Tire Mart, LLC<br>529 Industrial Park Road<br>Columbia, MS 39429 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : Liberty Mutual Insurance Co. — 23043<br>INSURER B :<br>INSURER C :<br>INSURER D :<br>INSURER E :<br>INSURER F : |

COVERAGES — CERTIFICATE NUMBER: — REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | | | | | | EACH OCCURRENCE | $ |
| | ☐ COMMERCIAL GENERAL LIABILITY | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ |
| | ☐ CLAIMS-MADE ☐ OCCUR | | | | | | MED EXP (Any one person) | $ |
| | | | | | | | PERSONAL & ADV INJURY | $ |
| | | | | | | | GENERAL AGGREGATE | $ |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | PRODUCTS - COMP/OP AGG | $ |
| | ☐ POLICY ☐ PRO-JECT ☐ LOC | | | | | | | $ |
| | AUTOMOBILE LIABILITY | | | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ ALL OWNED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☐ SCHEDULED AUTOS | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | ☐ HIRED AUTOS | | | | | | | $ |
| | ☐ NON-OWNED AUTOS | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DEDUCTIBLE | | | | | | | $ |
| | ☐ RETENTION $ | | | | | | | $ |
| A | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | WC2-Z91-449285-011 | 05/01/11 | 05/01/12 | X WC STATU-TORY LIMITS ☐ OTH-ER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |
| | | | | | | | | |

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

CERTIFICATE HOLDER — HIDAL-1

Hidalgo County
Attn: Purchasing Dept
2812 S. Highway Bus 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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# AGENDA
# CC REGULAR
# HIDALGO COUNTY
# COMMISSIONERS COURT MEETING
# December 6, 2011
# 9:30 A.M.

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at Edinburg Council Chambers, 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**1.** **Roll Call** All Present

**2.** **Pledge of Allegiance** All

**3.** **Prayer** Com Quintanilla

**4.** **Approval of Consent Agenda** 11-h pulled approved +

**5.** **Open Forum**

**6.** **Executive Officer - Valde Guerra:**

**A.** 1. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024(A) (4) "a Professional Service" for the "provision of legal services/representation in connection with litigation."

2. Requesting engagement with the firm of _____ for the "Provision of Legal Services/Representation in connection with Litigation"

**B.** **AI-29864** Safety Division:
Requesting authorization for Safety Officer Rene Parrao to travel to Mesquite, Texas on December 13, 2011 thru December 17, 2011 to attend the OSH503 - Update for General Industry Outreach Trainers hosted by TEEX/OSHA for recertification.
approved

**C.** **AI-29886** Authority for County Judge to sign Certificate for Education Revenue Bonds (IDEA Public Schools) Series 2011 for the issuance of Education Revenue Bonds
approved

**D.** **AI-29908** Discussion, consideration, and action regarding written Resolution and ballot selection of Appraisal District Board of Directors for 2012-2013
approved

**E.** **AI-29893** Approval to accept a settlement check from Texas Farm Bureau Insurance Company in the amount of $2,086.30 to settle auto accident with County vehicle. (Precinct 1)
approved

**F.** **AI-29912** Elections (1100):
Requesting approval to advertise/hire for the following vacant position:

approved

| Slot No. | Position Title |
|---|---|
| 0122 | Field Service Specialist I |

1. **AI-29950** County Wide (1100):
a. Approval to rescind action taken on 11/01/11 as follows:

approved

| |
|---|
| 1. Discussion, consideration and approval of corrective compensation for various employees for successful completion of the six (6) month probationary period as listed on attached exhibit A. |
| 2. Approval of interdepartmental transfer. |

approved b-c

b. Discussion, consideration and approval of corrective compensation for various employees as listed on attached exhibit A, as recommended by the Hidalgo County District Attorney's Office.
c. Approval of interdepartmental transfers.

**19. Purchasing Department - Marty Salazar:**

**Notes:**

**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

nothing to report

**1. Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

**2. Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:

nothing to report a-c

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

**3.** Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:

nothing to report a-c

a) Renovations of administration building
b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. **AI-29878** a. As requested by members of CC, discussion and action on options related to Request for Proposals for: Hidalgo County-Professional Auditing Services, incuding, but not limited to the following:

approved

1. Cancellation of the current format of a Request for Proposals and re-issuance (after re-advertising) as a Request for Qualifications (as customary for HC), utilizing basic qualifications, requirements, scope of services (drafted and developed by County Auditor utilizing the GFOA guidelines for professional auditing services) and changing the evaluation criteria to follow Texas Government Code 2254.004 basing the ranking on qualifications and thereafter entering into negotiations to determine fees; or,

**D.** **Pct. 4**

**1. AI-29946** a. Pursuant to Article 14 of the current agreement-C-11-054-04-12 & WA#3 for: PROJECT: (Multi-Way Stop Control Warrant Study) Mile 17 1/2 and Depot Road (23rd Street) for Precinct #4, project engineer, L & G Engineering is requesting acceptance and approval to engage services by Sub-Contractor TEDSI INFRASTRUCTURE GROUP;

approved

b. Acceptance and approval of Work Authoriztion #7 with a proposed fee of $ 2,500.00 with Quintanilla, Headley & Associates, Inc. for "San Carlos Drainage Improvement Projects": FIKE PUMP STATION located within Hidalgo County Precinct No. 4, through Contract #C-08-477-12-09.

approved

**E.** **District Courts**

**1. AI-29923** Acceptance and approval of Work Authorization No. 2 with Paul M. Vazaldua d/b/a Vazaldua & Associates in the amount of $ 5,000.00 in connection to contract #C-11-269-10-18 for: "Professional Services Agreement" with PAUL M. VAZALDUA d/b/a VAZALDUA & ASSOCIATES for the purposes of providing "Consulting Services" in the categories which include specific grants and related areas for Judicial Court Functions and Efficiencies for the the following categories, but not limited to; a) Improving the Judicial System; b) Human Trafficking Programs and; c) Programs to Protect Women against Domestic Violence.

approved

**F.** **Sheriff's Office**

**1. AI-29838** Presentation of sole bid received from Southern Tire Mart, LLC (as detailed in the 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 Sheriff's Office-Including all other Hidalgo County Law Enforcement Agencies-"Purchase of Tires-Including Installation and Other Related Services" through project No.: 2011-193-09-21-SGS.

approved

**G.** **Co. Wide**

**1. AI-29867** Recommend award of bid and approval of contract to the sole bidder (CSS Technology, Inc.) meeting all specifications and/or requirements for "EN-1 Road Stabilizer Material" for Hidalgo County.(RFB No.: 2011-268-11-16-CGA)

approved

**20.** **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071 & 551.072 to discuss the following:

**A.** Real Estate Acquisition

**B.** Cause No. C-3123-03-I; Hidalgo County, Texas v. Landmark Organization, L.P. et al

**C.** Pending and/or potential litigation

**D.** **AI-29888** Claim of American Electric Power (AEP)

**E.** **AI-29891** Claim of American Electric Power (AEP)

**F.** **AI-29938** Cause No.: C-223-10-H; Samuel Zuniga v. County of Hidalgo

**G.** **AI-29968** Claim of Joana Bernice Morales, et al

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

November 7, 2013

Viola Longoria, Administrator
**L. V. Mobile Imaging**
44 West Jefferson Street, Suite B
Brownsville, Texas 78521
**P** (956) 554-9729 **C** (956) 463-7482

via email violaxray@yahoo.com
via facsimile (956) 554-9725

***Re: Extension/Renewal to Contract No. C-12-175-11-13 -Mobile X-Ray Services (on an as needed basis)-Hidalgo County Sheriff's Office***

Dear Ms. Longoria:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **FIRST (1st) YEAR** of the additional two (2) one (1) year period as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department, via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us , so as to meet the agenda request form deadlines.

By: _____ Date: _____
Viola Longoria, Administrator

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

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

Sincerely,

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

xc: file

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

# SERVICE CONTRACT
# C-12-175-11-13

**THIS CONTRACT** is made and entered into this **13th** day of **November, 2012** by and between the **County of Hidalgo, Texas** ("County") and **L.V. MOBILE IMAGING, L.L.C.** ("Company").

**WHEREAS,** Company responded to notices for Request for Sealed Bids (RFB) for: **"Radiological Diagnostic & Related Mobile Services for Inmates" (on an as needed basis)** (the "Services"); and

**WHEREAS,** Company submitted a sealed quote to provide services in accordance with Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

**WHEREAS,** in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet, the Commissioners Court of County awarded the sealed 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**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications contained in Exhibit "A" Request for Sealed Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office**. Company agrees in performing the Services

that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

3. This Contract shall be for a period of **one (1) year (on an as needed basis)**, commencing on **January 1, 2013** and expiring on **December 31, 2013** and may be extended at the sole discretion of the County for an additional two (2) one (1) year terms under the same rates, terms and conditions. Hidalgo County also reserves the right to continue this sealed quote for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay of award for the next term and contingent upon cost remaining unchanged.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

7. Company shall provide insurance in force on all its vehicles and all persons connected with

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

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

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

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

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

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

| | |
|---|---|
| If to County: | County of Hidalgo<br>Attn: County Judge<br>1615 South Closner, Suite J<br>Edinburg, Texas 78539 |
| If to Company: | L.V. Mobile Imaging<br>Attn: Viola Longoria, Administrator<br>44 West Jefferson Street, Suite B<br>Brownsville, Texas 78521 |

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by County without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

**WITNESS** our hands in duplicate originals this 13th day of November, 2012.

**APPROVED AS TO FORM**
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

**ATTEST:**

By: _____
Arturo Guajardo, Jr., County Clerk

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 11/13/12 RD

**COMPANY: L.V. MOBILE IMAGING, L.L.C.**

By: _____
Printed Name: Viola Longoria
Title: CEO

# EXHIBIT “A”

REQUEST FOR SEALED BIDS (RFB) PROCUREMENT PACKET

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

October 01, 2012

_____
Bidder's name

_____
Address

_____
City

_____
State, Zip Code

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids- **"Radiological Diagnostic & Related Mobile Services for Inmates"**
**Bid No: 2012-175-10-17-SMA**

Dear Gentleman/Ladies:

Enclosed please find a Request for Bids (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 Sheriff's Office*

***"Radiological Diagnostic & Related Mobile Services for Inmates"***

**Bid No: 2012-175-10-17-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/Requirements** | 5 |
| 4. | **Exhibit "B" Bid Page,** | 2 |
| 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 Service Contract** | 8 |


The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626 or via email to sandra.montalvo@co.hidalgo.tx.us, and advise of missing documentation.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

October 1, 2012
Date

| Bid No: 2012-175-10-17-SMA | Buyer: Sandra Montalvo | Tel. No: (956) 318-2626 |
|---|---|---|

# REQUEST FOR BIDS

## HIDALGO COUNTY SHERIFF'S OFFICE

***"Radiological Diagnostic & Related Mobile Services for Inmates"***

**RFB No.: 2012-175-10-17-SMA**

## BID OPENING DATE: October 17, 2012 @ 9:30 a.m

Contact Person:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539
956 318-2626

Form HCPD-03

1) Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE "Radiological Diagnostic & Related Mobile Services for Inmates"** 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. Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2) **ONE (1) ORIGINAL AND THREE (3) COPIES** of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2012-175-10-17-SMA- HIDALGO COUNTY SHERIFF'S OFFICE "Radiological Diagnostic & Related Mobile Services for Inmates"** and in County's Purchasing Department, Physical location: 2802 S. Business Highway 281 Postal/Mailing: 2812 S. Business Highway 281, New Administration Building, Edinburg, Texas, o**n Or Before 9:30 A.M. WEDNESDAY, October 17, 2012.**

   **NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO REQUEST FOR BIDS-2012-175-10-17-SMA-HIDALGO COUNTY SHERIFF'S OFFICE–"Radiological Diagnostic & Related Mobile Services for Inmates".**

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3) Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4) The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5) For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

**6)** Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

**7)** No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

**8)** Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

**9)** Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

**10)** County reserves the right to accept or reject any or all bids.

**11)** Costs are to be net F.O.B., County Prepaid.

**12)** County is exempt from Federal Excise Tax, State Tax and Local Tax. Do not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

**13)** Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

**14)** Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

**15) <u>DELIVERY INSTRUCTIONS:</u>**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

## 16) BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract Number (if any)
  d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE "Radiological Diagnostic & Related Mobile Services for Inmates"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

ATTN.: Guadalupe Lupe Trevino
Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg Texas 78539
(956) 383-8114

## 17) SCHEDULE OF EVENTS

| | |
|---|---|
| **Bid Opening, 9:30 AM** | **October 17, 2012** |
| Award of Contract | _____, 2012 |
| Commence Work or Deliver Products | _____, 2012 |

## 18) BID OR PERFORMANCE BOND AND DEBARMENT CERTIFICATION; PAYMENT UNDER CONTRACT (if 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 and submit a Certificate of Account Status indicating bidder is in "Good Standing" with the Texas Comptroller of Public Accounts if such bidder is incorporated in the State of Texas. To secure a certificate of "Good Standing", you may access the following website: www.window.state.tx.us/taxinfo/coastintr.htlm.**
  **If the bidder is not incorporated with the Texas, the bidder must submit the appropriate evidence of filing with the Texas Secretary of State stating that the business is authorized to transact business in Texas.**
- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

**24)** Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

**25)** Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty 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 SHERIFF'S OFFICE**
**"Radiological Diagnostic & Related Mobile Services for Inmates"**

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas, 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of thirty (30) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

# EXHIBIT-"A"

**Specifications/Requirements**

HIDALGO COUNTY SHERIFF'S OFFICE

*"Radiological Diagnostic Related Mobile Services for Inmates"*

Bid No: 2012-175-10-17-SMA

## SCOPE:

*County of Hidalgo* is requesting qualified vendor(s) that can adequately demonstrate that they have the resources, experience and qualifications necessary to provide ***"Radiological Diagnostic & Related Mobile Services for Inmates Incarcerated in Hidalgo County Jail*** in a timely fashion; ensure that radiological diagnostic service meets County and state jail standards; ensure quality, yet cost effective; and provide such Services for Inmates Incarcerated in Hidalgo County Jail on an **"As Needed Basis."** Hidalgo County Human Services will assist the Hidalgo County Adult Detention Center with X-Ray services whenever possible for tuberculosis screening of inmates.

## SERVICE LOCATION:

711 El Cibolo Road, Edinburg, Texas 78542.

## SPECIFICATIONS:

The intent of this solicitation is to obtain the professional radiological diagnostic services of an x-ray lab with demonstrated relevant experience by not limited to the following:

1. Vendor must be able to demonstrate adequate medical equipment, adequacy of personnel, ease of mobility, fleet capacity, work experience, expertise, safety precautions for both testers and test subjects and administration.

2. All personnel technicians who will perform x-ray examinations must be skilled and possess any and all applicable licenses, certificates, permits required under national, state, county, municipal and/or local statutes, codes, regulation, ordinances and/or ruled to be in compliance.

3. Hidalgo County reserves the right to require services regardless of the number of patient(s) to be tested during any given visit.

4. Vendor shall furnish x-ray service to include all x-rays, whether single or a series.

5. If X-Ray's must be retaken for any reason except non-cooperation of the patient, contractor must waive all charges except for the X-Ray itself.

6. Vendor must contact Hidalgo County Sheriff's Office (Adult Detention Center) Registered. Nurse-Supervisor for any reports, concerns, questions etc. after the contract is in place.

7. Vendor must provide a designated person as the focal point for receipt of test results as is agreed between the user and contractor.

**8.** Vendor must submit an original invoice on each purchase order or purchase release after each delivery, indicating the following:

| | |
|---|---|
| a.) Department Name & Address: | Hidalgo County Jail-Infirmary Department<br>P.O. Box 1228<br>Edinburg, Texas 78539 |
| b.) purchase order number;<br>c.) the inmate name;<br>d.) DOB<br>e.) Sheriff's Office No.: | f.) Name of test or x-ray series<br>g.) Date of Service<br>i) Total amount due |

**9.** The following are examples of our most common type of X-Ray, Ultrasounds, Sonograms, X-Ray Development and X-Ray Reading and Report to facility Services. Project including, but not limited to, the following: Services render but not limited to T.B. screening, Chest, Bilateral upper and lower extremities, back and shoulders.

| X-RAYS | ULTRASOUNDS | OTHER |
|---|---|---|
| Chest | US Venous Doppler unilateral- 93971 | Sonograms |
| Hands | US Retroperitoneal-76770 | |
| Wrists | US Pelvic-76856 | |
| Fingers | US Scrotum-76870 | |
| Spinal | US Abdominal-76700 | |
| Arms | US Abdominal-76705 | |
| Back | US Extracranial/Carotid Duplex-93880 | |
| Shoulders | US Bilateral Venous Duplex-93880 | |
| Legs | US Soft Tissue Neck/Thyroid-76536 | |
| Knees | US Bilateral Duplex Lower Extremity-93925 | |
| Abdomen | US Extremity-76881 | |
| Ankles | Retroperitone | |
| Face | Scrotum | |
| Feet | Pelvis | |
| Skull | | |
| After Hours/Weekends/Holiday charges | | |
| Setup Fee per Procedure | | |

# EXHIBIT-"A"

**Specifications/Requirements**

HIDALGO COUNTY SHERIFF'S OFFICE

*"Radiological Diagnostic Related Mobile Services for Inmates"*

Bid No: 2012-175-10-17-SMA

## REQUIRMENTS:

1) All equipment must meet standards of state and/or federal regulations on radiation including, but not limited to, Texas Department of Health Radiation Control Division. Maintenance of all equipment used must be the sole responsibility of the contractor and must be maintained in the best condition possible.

2) Vendor must be able to get testing done within 12 hours of the time requested from the Department. (As needed basis or emergency basis).

3) Hidalgo County requires service and turn around on a 48-hour basis.
   **a)** VERBAL interpretation within forty eight (48) hours, following the development of images.
   **b)** WRITTEN interpretations as a follow-up, not to exceed three (3) calendar days.

4) Due to security concern associated with a correctional facility, background checks on Employees of vendors who enter secure areas of the detention facilities may be required.

5) Vendor must be available Monday-Friday, after hours on weekends and Holidays as needed.

6) Vendor must have been in business for at least two years.

7) A list of a minimum of three (3) current references, other than Hidalgo County must be submitted with your bid for information, (i.e. nursing homes, clinics, doctor's offices...not individuals)--where like services have been performed. The bid should include, but not limited to the following:

   a). Company
   b). Contact Person
   c). Phone Number
   d). Worked Preformed
   e). Contract Term

8) A monthly report will be required by the vendor, which should include the number of x-rays done, with the names of the inmates and the nurse that ordered the x-ray. This report should also include the abnormal findings.

## TERMS & CONDITION:

1) Term of contract is for one (1) year period with County's option to renew contract for additional two (2) one (1) year term under the same rates and conditions.

2) County reserves the right to continue this bid for an additional sixty (60) day grace period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

3) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4) Bid award will be made to the lowest, responsive, responsible bidder meeting all specifications and/or requirements.

5) 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.

6) Hidalgo County reserves the right to add or delete sites during the term of the contract under the same rates and conditions.

7) 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.

8) 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.

9) Vendor must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C", Insurance Requirements).

10) 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.

11) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12) 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.

13) The successful bidder will indemnify and hold harmless the County, and its officers, Officials, and employees, agents and attorneys for any and all claims and expenses arising out of or related to the performance of the contract awarded pursuant hereto.

14) County, upon request, shall be furnished with samples of all proposed containers, together with written construction specifications for the same.

## ADDITIONAL INFORMATION:

1) 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.

2) 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.**

3) ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE to (956) 292-7612 and/or e-mail to sandra.montalvo@co.hidalgo.tx.us by no later than **Wednesday, October 10, 2012 5:00 p.m.,** Responses to said inquiries will be sent to all applicants via facsimile **and or email** no later than **5:00 p.m., Friday, October 12, 2012.**

# EXHIBIT "B"

## Bid Page

## HIDALGO COUNTY SHERIFF'S OFFICE

*"Radiological Diagnostic & Related Mobile Services for Inmates"*

**Bid No: 2012-175-10-17-SMA**

NIGP Commodity Codes: 948 Health Services (for Human Services see class 952)
948-97: X-Ray Services (incl. Dental)

| DIAGNOSTICS PROCEDURES | TOTAL PRICE |
|---|---|
| X-RAY INDIVIDUAL | $ |
| **X-RAY READING AND REPORT TO FACILITY** | $ |
| **SONOGRAMS** | $ |
| **ULTRASOUNDS** | $ |
| **Set-up Fee per procedure: (if applicable)** | $ |
| **After Hours/Weekends/Holiday charges: (if applicable)** | $ |
| **TOTAL** | $ |

# EXHIBIT "B"

## Bid Page

## HIDALGO COUNTY SHERIFF'S OFFICE

***"Radiological Diagnostic & Related Mobile Services for Inmates"***

## Bid No: 2012-175-10-17-SMA

NIGP Commodity Codes: 948 Health Services (for Human Services see class 952)
948-97: X-Ray Services (incl. Dental)

## BIDDER'S INFORMATION:

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authority to sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and deliver the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditions contained herein and on all of the attachments.

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO'S: _____

CELLULAR NO: _____

E-MAIL ADDRESS: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE _____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance 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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>☐ 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**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: | CANCELLATION |
|---|---|---|
| Hidalgo County<br>Attn: Purchasing Department<br>2812 S Highway Bus. 281<br>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.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

# EXHIBIT "D"

## CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

**For vendor or other person doing business with local governmental entity**

**This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.**

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

| OFFICE USE ONLY |
| --- |
| Date Received |

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 05/29/2007

*(Copy of receipt and this form must be submitted with bid)*

# HIDALGO COUNTY
# PURCHASING DEPARTMENT
# Bidder/Vendor Application

**Complete in print or type. Please return this application to the Hidalgo County Purchasing Department thru Facsimile: (956) 318-2629 or Fax (956) 292-7612 in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539 or email: purchasing@co.hidalgo.tx.us**

| | |
|---|---|
| **Company Name:** | **Telephone No. ( )** |
| **dba Name:** | |
| **Legal Name:** | |
| **Mailing Address :** | **Fax No. ( )** |
| **Physical Address:** | |
| **City, State, Zip** | **Tax I.D. No.** |
| **Remit to Address :** | **City, State, Zip** |
| **E-Mail Address:** | |
| **Representative(s) Name(s) & Title(s)** | |

**Type of Organization (check one):** _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

**State Identification No.**_____ **(Please attached completed W-9 form with this application)**
**Federal Identification No. or (if individual) SS No.**

**State of Incorporation:** _____ **Date:**_____ **Other:**

**Type of Business (check one):** _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

**Small Business:** **Disadvantaged Business (At Least 51% Ownership)**

- ☐ Less than 125,000 annual gross receipt
- ☐ Less than 250,000 annual gross receipt
- ☐ Less than 499,000 annual gross receipt
- ☐ More than 500,000 annual gross receipt

- ☐ Black American
- ☐ Hispanic American
- ☐ Asian Pacific American

- ☐ Native American
- ☐ Women
- ☐ Other

**Have you been certified as a HUB or an MBE/WBE source?:** ☐ Yes ☐ No

**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** ☐ Yes ☐ No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

# HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

## LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?:_____ _%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status:_____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( )_____

Subcontract Amount: $_____ Description of Work to be Performed:_____

HUB Subcontractor Name: _____ HUB Status: _____

Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ other _____

Address: _____ City: _____ State: _____ Zip:_____

Contact Person: _____ Title: _____ Phone No.: ( ) _____

Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

**Give form to the requester. Do not send to the IRS.**

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ---------- ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

**Social security number**
___ ___ ___ - ___ ___ - ___ ___ ___ ___

**or**

**Employer identification number**
___ ___ - ___ ___ ___ ___ ___ ___ ___

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign Here** Signature of U.S. person ▶ Date ▶

## Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

***Example.*** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

# Specific Instructions

## Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

**Note.** You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

## Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

**Exempt payees.** Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

| IF the payment is for . . . | THEN the payment is exempt for . . . |
|---|---|
| Interest and dividend payments | All exempt recipients except for 9 |
| Broker transactions | Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker |
| Barter exchange transactions and patronage dividends | Exempt recipients 1 through 5 |
| Payments over $600 required to be reported and direct sales over $5,000 [1] | Generally, exempt recipients 1 through 7 [2] |

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

**Signature requirements.** Complete the certification as indicated in 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

## What Name and Number To Give the Requester

| For this type of account: | Give name and SSN of: |
|---|---|
| 1. Individual | The individual |
| 2. Two or more individuals (joint account) | The actual owner of the account or, if combined funds, the first individual on the account [1] |
| 3. Custodian account of a minor (Uniform Gift to Minors Act) | The minor [2] |
| 4. a. The usual revocable savings trust (grantor is also trustee) | The grantor-trustee [1] |
| b. So-called trust account that is not a legal or valid trust under state law | The actual owner [1] |
| 5. Sole proprietorship or single-owner LLC | The owner [3] |
| **For this type of account:** | **Give name and EIN of:** |
| 6. Sole proprietorship or single-owner LLC | The owner [3] |
| 7. A valid trust, estate, or pension trust | Legal entity [4] |
| 8. Corporate or LLC electing corporate status on Form 8832 | The corporation |
| 9. Association, club, religious, charitable, educational, or other tax-exempt organization | The organization |
| 10. Partnership or multi-member LLC | The partnership |
| 11. A broker or registered nominee | The broker or nominee |
| 12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments | The public entity |

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the second name line. You may use either your SSN or EIN (if you have one). If you are a sole proprietor, IRS encourages you to use your SSN.

[4] List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules regarding partnerships* on page 1.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA, or Archer MSA or HSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, the District of Columbia, and U.S. possessions to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

**Certification**
**Regarding Debarment, Suspension and Ineligibility**

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;

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

c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to certify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

# EXHIBIT "B"

## VENDOR'S BID PRICE & TABULATION

# EXHIBIT "B"

**Bid Page**

**HIDALGO COUNTY SHERIFF'S OFFICE**

***"Radiological Diagnostic & Related Mobile Services for Inmates"***

**Bid No: 2012-175-10-17-SMA**

NIGP Commodity Codes: 948 Health Services (for Human Services see class 952)
948-97: X-Ray Services (incl. Dental)

| DIAGNOSTICS PROCEDURES | TOTAL PRICE |
|---|---|
| X-RAY INDIVIDUAL | $ 30.00 |
| X-RAY READING AND REPORT TO FACILITY | $ 20.00 OPENED 9:42 10-17-12 Witnessed |
| SONOGRAMS | $ 0.00 |
| ULTRASOUNDS | $ 100.00 |
| Set-up Fee per procedure: (if applicable) | $ 0.00 |
| After Hours/Weekends/Holiday charges: (if applicable) | $ 0.00 |
| TOTAL | $ 150.00 |

# EXHIBIT "B"

## Bid Page

## HIDALGO COUNTY SHERIFF'S OFFICE

***"Radiological Diagnostic & Related Mobile Services for Inmates"***

## Bid No: 2012-175-10-17-SMA

NIGP Commodity Codes: 948 Health Services (for Human Services see class 952)
948-97: X-Ray Services (incl. Dental)

## 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: Viola Longoria/L.V Mobile Imaging

ADDRESS: 44 w jefferson st suite b

CITY/STATE/ZIP CODE: Brownsville Tx,78521

PHONE & FAX NO'S: 956-5549729 fax: 956554-9725

CELLULAR NO: 956-463-7482

E-MAIL ADDRESS: violaxray@yahoo.com

AUTHORIZED SIGNATURE:

PRINTED NAME: viola longoria

TITLE Administrator

# EXHIBIT "C"

## INSURANCE REQUIREMENTS

# Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- Michael Camargo
- 5500 N Mccoll Rd Unit B1
- Mcallen, TX 78504-2225
- 956-627-3693

Issue Date (MM/DD/YY) 10/12/2012

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 shown below.

St. 19 Dist. 42 Agent 33I

**Companies Providing Coverage:**

Company Letter A Truck Insurance Exchange
Company Letter B Farmers Insurance Exchange
Company Letter C Mid-Century Insurance Company
Company Letter D

Insured Name & Address
- LONGORIA, VIOLA
- LV MOBLIE IMAGING LLC
- 44 W JEFFERSON ST SUIT B
- BROWNSVILLE, TX 78521

## Coverages

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.

| Co. Ltr. | | Type of Insurance | Policy Number | Policy Effective Date (MM/DD/YY) | Policy Expiration Date (MM/DD/YY) | Policy Limits | |
|---|---|---|---|---|---|---|---|
| C | | General Liability | 605119443 | 07/18/2012 | 07/18/2013 | General Aggregate | $ 1,000,000 |
| | X | Commercial General Liability | | | | Products-Comp/OPS Aggregate | $ 500,000 |
| | X | - Occurrence Version | | | | Personal & Advertising Injury | $ 500,000 |
| | | Contractual - Incidental Only | | | | Each Occurrence | $ 500,000 |
| | | Owners & Contractors Prot. | | | | Fire Damage (Any one fire) | $ 75,000 |
| | | | | | | Medical Expense (Any one person) | $ 5,000 |
| C | X | Automobile Liability | 605012602 | 05/25/2012 | 05/25/2013 | Combined Single Limit | $ 500,000 |
| | | All Owned Commercial Autos | | | | Bodily Injury (Per person) | $ |
| | | Scheduled Autos | | | | Bodily Injury (Per accident) | $ |
| | | Hired Autos | | | | Property Damage | $ |
| | X | Non-Owned Autos | | | | Garage Aggregate | $ |
| | | Garage Liability | | | | | |
| | | Umbrella Liability | | | | Limit | $ |
| C | X | Workers' Compensation and Employers' Liability | 605012602 | 10/12/2012 | 10/12/2013 | Statutory | |
| | | | | | | Each Accident | $ 1,000,000 |
| | | | | | | Disease - Each Employee | $ 1,000,000 |
| | | | | | | Disease - Policy Limit | $ 1,000,000 |

Description of Operations/Vehicles/Restrictions/Special items:

## Certificate Holder

Name & Address
- HIDALGO COUNTY
- ATTN: Purchasing Department
- 2812 S Highway bus 281
- Edinburg, Texas 78539

## Cancellation

Should any of the above described policies be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 days written notice to the certificate holder named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.

Authorized Representative

56-2492 4-94

Copy Distribution: Service Center Copy and Agent's Copy

H-01

APPROVED

**AI-35135** **Purchasing Department** **19. G. 1.**
**CC REGULAR**
**Meeting Date:** 11/13/2012

**Submitted For:** Martha Salazar **Submitted By:** Sandra Montalvo, PURCHASING DEPT.
**Department:** PURCHASING DEPT.

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**Information**

**CAPTION**

Recommending bid award and approval of contract document to the responsible vendor submitting lowest and best bid meeting all specifications and/or requirements for: **Hidalgo County Sheriff's Office-"Radiological Diagnostic & Related Mobile Services for Inmates",** under Request for Bids (RFB) No: **2012-175-10-17-SMA**

**BACKGROUND**

1. Contract document reviewed and approved by legal counsel 11/06/12
2. Current contract expires: December 31, 2012
3. New Contract to commence: January 01, 2013
4. Recommended Bidder: L.V. MOBILE IMAGING, L.L.C.

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**Fiscal Impact**

**FISCAL YEAR:** 2012 **ACCT. #:** 1100-423-21-280-002-0-331
**FUNDS AVAILABLE Y/N?:** y **MATCHING FUNDS Y/N?:** n
**BUDGETARY IMPACT:**

Services will be on as needed basis and will commence in January 01, 2013

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**Attachments**

Recommendation Memo, participation, tabulation, contract document

**Form Review**

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 11/08/2012 02:08 PM |
| Budget & Management | Merlen P. Munoz | 11/08/2012 02:15 PM |
| Manuel Chapa | Manuel Chapa | 11/09/2012 09:10 AM |
| Auditor's Office | Angela Garcia | 11/09/2012 03:46 PM |

Form Started By: Sandra Montalvo Started On: 11/06/2012
Final Approval Date: 11/09/2012

**SPECIAL MEETING - NOVEMBER 13, 2012**

**MBERED, that on this 13th day of November A.D., 2012, there was begun and AL MEETING of the Honorable Commissioners' Court of Hidalgo County, in the following members thereof were present, to-wit:**

| | |
|---|---|
| **HONORABLE RAMON GARCIA** | **HIDALGO COUNTY JUDGE** |
| **HONORABLE HECTOR "TITO" PALACIOS** | **COMMISSIONER, PRECINCT NO. 2** |
| **HONORABLE JOE M. FLORES** | **COMMISSIONER, PRECINCT NO. 3** |
| **HONORABLE JOSEPH PALACIOS** | **COMMISSIONER, PRECINCT NO. 4** |

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**

# AGENDA
# CC REGULAR
# HIDALGO COUNTY
# COMMISSIONERS COURT MEETING
# November 13, 2012
# 9:30 A.M.

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**1.** **Roll Call**
All members of the Court were counted present, with the exception of Commissioner Flores and Commissioner Quintanilla. Commissioner Flores joined the meeting shortly after commencement of the meeting.

**2.** **Pledge of Allegiance**
Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

**3.** **Prayer**
Virginia Townsend led the Court and Audience in Prayer.

**4.** **Approval of Consent Agenda**
The Court moved to approve the Consent Agenda.

**5.** **County Judge's Office:**

**A.** 1. Acceptance of the resignation of Cain Caceres from the South Texas Independent School District Board of Directors

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval to accept the resignation of Cain Caceres.

**Vote** : 4 - 0 - Unanimously

2. Appointment of 5 at large members to the South Texas Independent School District Board of Directors

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote of approval to appoint/reappoint Sylvia Garza, Yolanda Cuellar, Ramon Montalvo and Dr. Richard Fleming to the South Texas I.S.D. Board of Directors.

**Vote:** 4 - 0 - Unanimously

**B.** Pct. 2 TXDOT (1315):

1. Approval of Certification of Revenues as certified by the County Auditor for revenues received from TXDOT for reimbursement of Parcel 24 for S. McColl Rd. project.

2. Approval of 2012 appropriation of funds into Pct. 2 S. McColl Rd. in the amount of $303,638.27.

**C.** Requesting approval of Supplemental Agreement No.4 under the current agreement for R. Gutierrez Engineering for the Nolana Loop Project (from FM 1426 to FM 88) to reflect revisions on Exhibit C, Article 3.1 Exhibit D, Exhibit D1 and Article 5.

**18. Precinct #4 - Comm. J. Palacios:**

**A.** Discussion and appropriate action regarding the Open Forum agenda item and related policies and procedures as applicable

**19. Purchasing Department - Marty Salazar:**

**Notes:**
**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

**1. Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

**2. Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:

a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage

b) Construction of additional pod(s)

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

NO ACTION taken on items 19.A.1 & 2.a, b & c.

**F. Colonia Access Program Pct. 1**

**1.** Approval of a professional surveying services agreement (approved for negotiations-CC-10-23-12) with Quintanilla, Headley & Associates for: "Surveying Services" (as needed basis) for BCAP projects located within HC-Precinct No. 1.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Board made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**G. Sheriff's Office**

**1.** 

Recommending bid award and approval of contract document to the responsible vendor submitting lowest and best bid meeting all specifications and/or requirements for: **Hidalgo County Sheriff's Office-"Radiological Diagnostic & Related Mobile Services for Inmates",** under Request for Bids (RFB) No: **2012-175-10-17-SMA**

On motion by COMMISSIONER, PCT. 3 JOE M. FLORES, seconded by COMMISSIONER, PCT. 4 JOSEPH PALACIOS , the Court made a UNANIMOUS vote to approve with L. V. Mobile Imaging, L.L.C.

**Vote:** 3 - 0 - Unanimously

**2.** Requesting clarification and approval to amend Sole Source Declaration (approved by CC 06/12/12-AI #32625) for Spillman Technologies, Inc. to include the purchase of all future purchases of equipment, licenses, software, maintenance-support and related services for the Sheriff's Office current Electronic Drivers License Scanning Solution System with the term through the life of the equipment/software/maintenance-support & related services.

On motion by COMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded by COMMISSIONER, PCT. 3 JOE M. FLORES , the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**H. Co. Wide**

**1.** Presentation of responsive vendor submitting the lowest and best bid received (as detailed in tabulation sheet contained herein reflecting 4 participants) meeting all specifications and/or requirements for the purpose of award including approval of contract to ARB Fire Protection in connection with Request for Bid (RFB) Project: **"Fire Extinguisher Equipment & Maintenance"** for **Hidalgo County** under Project Bid **No.: 2012-144-MEG.**

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

November 27, 2013

Carl McNeal, Director of Sales
**Greenwich, Inc.**
d/b/a **Commercial Kitchen Parts & Service**
221 North McColl Road
McAllen, Texas 78501
**P** (800) 292-2120 or (210) 679-3300

via email carl@commercialkitchen.com
via facsimile (210) 579-2695

***Re: Extension/Renewal of Contract# C-12-186A-12-18 –Maintenance & Repair of Kitchen Equipment and Appliances -Hidalgo County Sheriff's Office***

Dear Mr. McNeal:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the additional **ONE (1) YEAR** term as provided in the current contract (under the same rates, terms and conditions).

Please acknowledge receipt of this notice of placement on the next Commissioners' Court agenda/meeting for discussion, consideration and action, by signing below and returning to the Purchasing Department via facsimile to (956) 956-318-2629 or email to: leticia.saenz@co.hidalgo.tx.us, so, as, to meet the agenda request form deadlines.

By: _____ Date: _____
Carl McNeal, Director of Sales

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

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

Sincerely,

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

xc: file

COMME-5 OP ID: TO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/28/13

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<br>Frost Insurance - San Antonio<br>3611 Paesanos Pkwy, Suite 100<br>San Antonio, TX 78231<br>Wagoner/Rakestraw AE<br>Phone: 210-220-6420<br>Fax: 210-220-6460 | CONTACT NAME: Stephanie Dauphin<br>PHONE (A/C, No, Ext): 210-220-6425 FAX (A/C, No): 210-220-6460<br>E-MAIL ADDRESS: sdauphin@frostinsurance.com |
| INSURED<br>Greenwich, Inc. dba Commercial Kitchen Parts & Service<br>P O Box 831128<br>San Antonio, TX 78283 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : State Automobile Mutual<br>INSURER B : Service Lloyds<br>INSURER C : Federal Insurance Company — 20281<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | | |
|---|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | | | PBP2661157 | 06/01/13 | 06/01/14 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $<br>$<br>$<br>$<br>$<br>$ | 1,000,000<br>100,000<br>5,000<br>1,000,000<br>2,000,000<br>2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | BAP2381725 | 06/01/13 | 06/01/14 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $<br>$<br>$<br>$ | 1,000,000 |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 0 | | | PBP2661157 | 06/01/13 | 06/01/14 | EACH OCCURRENCE<br>AGGREGATE | $<br>$ | 5,000,000<br>5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N/A | | SRZE22213 | 06/01/13 | 06/01/14 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $<br>$<br>$ | 1,000,000<br>1,000,000<br>1,000,000 |
| C | Crime | | | 82350150 | 06/01/13 | 06/01/14 | Employee<br>Dishonest | | 250,000 |

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

SEE NOTEPAD.....

**CERTIFICATE HOLDER**

HIDAL-1

Hidalgo County
Attn: Purchasing Department
2812 S. Hwy. Business 281
Edinburgh, TX 78630

**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

Shannan Wagoner

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SL 10 14 05 12 TEXAS CONTRACTORS PLUS ENDORSEMENT-B. CONSTRUCTION PROJECT/"LOCATION" GENERAL AGGREGATE, D. ADDITIONAL INSURED STATUS REQUIRED IN CONSTRUCTION AGREEMENTS, E. ADDITIONAL INSURED STATUS REQUIRED FOR PERMITS, F. ADDITIONAL INSURED STATUS REQUIRED IN LEASE AGREEMENTS

SI 10 01 06 07 PREFERRED BUSINESS POLICY PLUS ENDORSEMENT-PG. 11, SECTION IV. CONDITION 8. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

SA 30 02 06 08 TEXAS BUSINESS AUTO POLICY PLUS ENDORSEMENT-A. ADDITIONAL INSURED-AUTOMATIC STATUS, V. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

WC 42 03 04 A TEXAS WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-12-186A-12-18

**THIS CONTRACT** is made and entered into this **18th** day of **December, 2012** by and between the **County of Hidalgo, Texas** ("County"), and **Greenwich Inc.,** d/b/a **Commercial Kitchen Parts & Service** ("Company").

**WHEREAS,** Company responded to notices of Request for Sealed Quotes (RFSQ) for **"Maintenance & Repairs of Kitchen Equipment and Appliances at the Jail" (on an as needed basis)** (the "Services"); and

**WHEREAS,** Company submitted a bid to provide services in accordance with Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFSQ"); and;

**WHEREAS,** in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications within Exhibit "A" Request for Sealed Quotes (RFSQ) Procurement Packet, attached hereto and incorporated herein 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 within the **Hidalgo County Sheriff's Office**. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

**2.** Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the services in accordance with the Specifications within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff's Office** or its designated agent. Company agrees in performing the Services that it will use proper professional standards,

comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

**3.** This Contract shall be for a period of **one (1) year**, commencing on **JANUARY 1, 2013** and expiring on **DECEMBER 31, 2013**, but in no event to exceed the ($50,000.00 statutory bid limit per calendar year), with the County's sole option to renew/extend for an additional one (1) year term. County also reserves the right to continue this Request for Sealed Quotes (RFSQ) for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

**5.** All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

**6.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto and incorporated herein 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:

| | |
|---|---|
| to County: | The County of Hidalgo<br>Attn: County Judge<br>1615 South Closner, Suite J<br>Edinburg, Texas 78539 |
| If to Company | Greenwich, Inc.<br>d/b/a Commercial Kitchen Parts & Service<br>Attn: Carl McNeal, Director of Sales<br>221 North McColl<br>McAllen, Texas, 78501 |

**13.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not

affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**14.** This Agreement may be terminated by County without cause upon thirty (30) days written notice.

**15.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**16.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

**17.** **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

**WITNESS** our hands in duplicate originals this 18th day of December, 2012.

**APPROVED AS TO FORM:**
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 12/18/12 RO

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

**COMPANY: GREENWICH, INC.** d/b/a
**COMMERCIAL KITCHEN PARTS & SERVICE**

By: _____

Printed Name: CARL McNEAL

Title: DIRECTOR OF SALES

# EXHIBIT "A"

## REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

# PURCHASING DEPARTMENT
## County Of Hidalgo

October 24, 2012

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
**REQUEST FOR SEALED QUOTES**
**"Maintenance & Repairs for Kitchen Equipment & Appliances @ Jail"**
**RFSQ: 2012-186A-11-09-MEG**

Dear Participants:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Elena Gomez, Buyer II
Hidalgo County Purchasing Department

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

# REQUEST FOR SEALED QUOTES CHECKLIST

## HIDALGO COUNTY SHERIFF'S OFFICE
**" MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"**
**RFSQ: 2012-186A-11-04-MEG**

1. Request for Sealed Quotes Letter, consisting of _1__ page.
2. Legal Notice, consisting of _8_ pages.
3. Exhibit "A" Specifications consisting of __4__ pages.
4. Exhibit "B" Bid Page consisting of __2__ page.
5. Exhibit "C" Insurance Requirements, consisting of _4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1_ page.
7. Bidder/Vendor Application, consisting of _2_ pages.
8. Tax form W-9 consisting of __4__ pages.
9. Certification Regarding Debarment, consisting of __1__ page.
10. Draft Service Contract, consisting of _8_pages.

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 missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank You,

Elena Gomez, Buyer II

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# REQUEST FOR SEALED QUOTES

## HIDALGO COUNTY SHERIFF'S OFFICE "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"

## DUE DATE: NOVEMBER 09, 2012

Contact Person:

Elena Gomez, Buyer
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4855

Form HCPD-03

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants 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 RFSQ.

2. All RFSQs are required with the Participants 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: **RFSQ NO. 2012-186A-11-09-MEG - HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 11:00 a.m., FRIDAY, NOVEMBER 09, 2012 FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFSQ. NO. 2012-186A-11-09-MEG.** Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible Participant, or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this RFSQ 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 RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

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 RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- 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
Elena Gomez, Buyer
(956) 318-2626 x 4855

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:

a) Name and address of successful Participant
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
Attn: Guadalupe Lupe Trevino
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

| | |
|---|---|
| **Sealed Quote Opening, 11:00 AM** | **NOVEMBER 09, 2012** |
| Award of Contract | _____, 2012 |
| Commence Work or Deliver Products | _____, 2012 |

18. ~~RFSQ or Performance Bond; Payment under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFSQ, and prior to commencement of the actual work, the Participant 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 RFSQ awarded, the successful Participant'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. RFSQs, 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 Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- 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 Participant 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 Participant'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 Participant 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 Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful Participant 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 Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ 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 Participant 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 Participant'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 Participant.

28. Successful Participant 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 RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant 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 Participant 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.

RFSQ
for
**HIDALGO COUNTY SHERIFF'S OFFICE**
**"MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"**
**RFSQ NO.: 2012-186A-11-09-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

## SPECIFICATIONS:

Hidalgo County Sheriff's Office is seeking qualified vendors to Maintain & Repair of Kitchen Equipment & Appliances at the County Jail.

## SCOPE

The scope of this contract is to furnish preventive maintenance **ON AS NEEDED BASIS,** all labor, materials, tools, equipment, and supervision for repairing the following kitchen equipment for the Hidalgo County Sheriff's Office.

**METHOD OF AWARD** may be awarded on a lowest Hourly rate received, highest % mark-up for parts and response time.

For items under Manufacturer's warranty, warranty will prevail until expiration of that warranty, thereafter this agreement will commence.

The requirements listed above are intended as an aid to the Contractor to acquaint them with what could be required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Contractor in accordance with the terms of this contract.

All work for repairs must be performed on a time and materials basis.

## TOOLS, EQUIPMENT, MATERIALS AND JOB SITE SAFETY

It must be the sole responsibility of the Contractor performing services for the contract to safeguard their own materials, tools, and equipment. The County shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

All work being performed for and/or on Hidalgo County property shall fully conform to all local, state and federal safety regulations, which may include, but not limited to OSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used.

If requested by the County, all existing mechanical and electrical systems and mechanisms within the area of the affected area by this work shall be checked by the Contractor in the presence of the County's representative for proper operation before and after completion of the work.

## REQUIREMENTS:

- **Repair Service:** All services will be performed upon request of Sheriff's Office by the awarded vendor(s) during normal business days and hours. (Unless otherwise instructed by Hidalgo County Sheriff's Office)
- **Replacement Parts:** All replacement parts will be provided pursuant to the term contract.
- **Service Calls:** All service call will have a response within twelve (12) hours.
- **All services** will be done on an **"As Needed Basis".**
- Vendors submitting bid must warranty all services performed/parts.
- Costs are to be net F.O.B. County Prepaid.

## TERMS & CONDITIONS

1. Awarded vendor(s) should propose price for a period of one (1) year commencing upon termination upon current contract with the County's option to extend for an additional (1) one year but in no event to exceed the $50,000.00 (per year) statutory bid limit.

2. Hidalgo County reserves the right to continue this quote 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 quote for the next contract term.

3. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.

4. Hidalgo County reserves the right to award to **one or multiple vendors** whichever is in the best interest of the County.

5. Any contract awarded to a successful awarded vendor(s) will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

6. Hidalgo County reserves the right to award canceled contract to next lowest awarded vendor(s) as it deems to be in the best interest of the County.

7. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit C Insurance Requirements.

8. 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.

9. Vendor will make arrangements with the Hidalgo County Purchasing Department to view and inspect equipment prior to submitting quote (if necessary).

## Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or

supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

## ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Elena Gomez, Buyer II, 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 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday October 31, 2012 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday November 2, 2012 by 5:00 p.m.**

## EQUIPMENT TO BE COVERED UNDER SERVICE AGREEMENT

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS of KITCHEN EQUIPMENT & APPLIANCES at the JAIL"
RFSQ NO. 2012-186A-11-09-MEG

| # | MODEL | DESCRIPTION | SERIAL # |
|---|---|---|---|
| I | G40TB-SEFACS | Braising Pan, Ml52351 | 46-2002177 |
| 2 | G40TB-SEFACS | Braising Pan, Ml52351 | 46-2004677 |
| 3 | SG4D-SEFBAD | Vulcan Gas Convection | 481396552 |
| 4 | SG4D-SEFBAD | Vulcan Gas Convection | 481396554 |
| 5 | SG4D-SEFBAD | Vulcan Gas Convection | 481396555 |
| 6 | SG4D-SEFBAD | Vulcan Gas Convection | 481396556 |
| 7 | 5GRS65F-SEFCAA | Battered Fryers W/F | 481395770 |
| 8 | 60-SEFBAZ | Med Duty Gas Range | 481394777 |
| 9 | 972A-SEFBGE | Griddle **Obsolete | 601111063 |
| 10 | RW132W | 1 Sec Hot Box Wide | 058327-C |
| 11 | RW132W | 1 Sec Hot Box Wide | 058328-C |
| 12 | 84186 | Buffalo Chopper | 561-146623 |
| 13 | 2612C | Food Slicer | 146745/146747 |
| 14 | VG 40 | Braising Pan ML 126848 | 46-3002284 |
| 15 | WS 55 | Compact Water Softener | 00741129 |
| 16 | CE 10FD | Combi Oven | DR 1000804 |
| 17 | CE 10 FD | Combi Oven | DR 1000815 |
| 18 | 2612 C | Food Slicer | 561146745 |
| 19 | V4 B36S-504 | Four Open Top Burner | 481703388 |
| 20 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704397 |
| 21 | VC4GD-SEFCAG | Vulcan Gas Convention | 481701269 |
| 22 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704271 |
| 23 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704270 |
| 24 | FT900S | Dish Washing Machine | 271192621 |

EXHIBIT "B"
Quote Page

# EXHIBIT "B"
## Quote Page
## HIDALGO COUNTY SHERIFF'S OFFICE
## "Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
## RFSQ NO. 2012-186A-11-09-MEG

**NIGP CODE: 936-30**

| # | Model | Description | Serial # | Hourly rate for Repair & Maintenance | Mark Up (%) Rate For Parts: | Response time 8-5 PM | Response Time after Hours, Weekends & Holidays | Warranty |
|---|---|---|---|---|---|---|---|---|
| 1 | G40TB-SEFACS | Braising Pan, Ml52351 | 46-2002177 | | | | | |
| 2 | G40TB-SEFACS | Braising Pan, Ml52351 | 46-2004677 | | | | | |
| 3 | SG4D-SEFBAD | Vulcan Gas Convection | 481396552 | | | | | |
| 4 | SG4D-SEFBAD | Vulcan Gas Convection | 481396554 | | | | | |
| 5 | SG4D-SEFBAD | Vulcan Gas Convection | 481396555 | | | | | |
| 6 | SG4D-SEFBAD | Vulcan Gas Convection | 481396556 | | | | | |
| 7 | 5GRS65F-SEFCAA | Battered Fryers W/F | 481395770 | | | | | |
| 8 | 60-SEFBAZ | Med Duty Gas Range | 481394777 | | | | | |
| 9 | 972A-SEFBGE | Griddle **Obsolete | 601111063 | | | | | |
| 10 | RW132W | 1 Sec Hot Box Wide | 058327-C | | | | | |
| 11 | RW132W | 1 Sec Hot Box Wide | 058328-C | | | | | |
| 12 | 84186 | Buffalo Chopper | 561-146623 | | | | | |
| 13 | 2612C | Food Slicer | 146745/146747 | | | | | |
| 14 | VG 40 | Braising Pan ML 126848 | 46-3002284 | | | | | |
| 15 | WS 55 | Compact Water Softener | 00741129 | | | | | |
| 16 | CE 10FD | Combi Oven | DR 1000804 | | | | | |
| 17 | CE 10 FD | Combi Oven | DR 1000815 | | | | | |
| 18 | 2612 C | Food Slicer | 561146745 | | | | | |
| 19 | V4 B36S-504 | Four Open Top Burner | 481703388 | | | | | |
| 20 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704397 | | | | | |
| 21 | VC4GD-SEFCAG | Vulcan Gas Convention | 481701269 | | | | | |
| 22 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704271 | | | | | |
| 23 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704270 | | | | | |
| 24 | FT900S | Dish Washing Machine | 271192621 | | | | | |



Exhibit "B" page 1 of 2

**Bidder/Company Name:** _____

**Address:** _____

**City/State/Zip Code:** _____

**Phone #: ( )** _____

**Fax No. :( )**_____

**Cell #** _____

**Authorized Signature:** _____

**Printed Name:** _____

**Title:** _____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance 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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PER & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | DUCTS – COMP/OP GG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS-MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. 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 (956) 292-7612 in person or regular mail to: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

| | |
|---|---|
| **Company Name:** | **Telephone No. ( )** |
| **dba Name:** | |
| **Legal Name:** | |
| **Mailing Address:** | **Fax No. ( )** |
| **Physical Address:** | |
| **City, State, Zip** | **Tax I.D. No.** |
| **Remit to Address :** | **City, State, Zip** |
| **E-Mail Address:** | |
| **Representative(s) Name(s) & Title(s)** | |

**Type of Organization (check one):** _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

**State Identification No.**_____ **(Please attached completed W-9 form with this application)**

**Federal Identification No. or (if individual) SS No.**

**State of Incorporation:** _____ **Date:**_____ **Other:**

**Type of Business (check one):** _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

| **Small Business:** | **Disadvantaged Business (At Least 51% Ownership)** | |
|---|---|---|
| ❒ Less than 125,000 annual gross receipt | ❒ Black American | ❒ Native American |
| ❒ Less than 250,000 annual gross receipt | ❒ Hispanic American | ❒ Women |
| ❒ Less than 499,000 annual gross receipt | ❒ Asian Pacific American | ❒ Other |
| ❒ More than 500,000 annual gross receipt | | |

**Have you been certified as a HUB or an MBE/WBE source?:** ❒ Yes ❒ No

**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** ❒ Yes ❒ No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

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. 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.

# EXHIBIT "B"
## VENDOR'S SEALED QUOTES

RFSQ
for
**HIDALGO COUNTY SHERIFF'S OFFICE**
**"MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"**
**RFSQ NO.: 2012-186A-11-09-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant: Commercial Kitchen

Address: 221 N. McColl, McAllen, TX 78501

By: [signature]

Printed Name: Carl McNear

Title: Director of Sales

EXHIBIT "B"
Quote Page

# EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2012-186A-11-09-MEG

**NIGP CODE: 936-30**

| # | Model | Description | Serial # | Hourly rate for Repair & Maintenance | Mark Up (%) Rate For Parts: | Response time 8-5 PM | Response Time after Hours, Weekends & Holidays | Warranty |
|---|---|---|---|---|---|---|---|---|
| 1 | G40TB-SEFACS | Braising Pan, MI52351 | 46-2002177 | $78.00/hr. + 65.00 Service Fee on each call | MFG List price is used for parts pricing & mark up from list. | 4 hours | 4 hours | 90 days |
| 2 | G40TB-SEFACS | Braising Pan, MI52351 | 46-2004677 | | | | | |
| 3 | SG4D-SEFBAD | Vulcan Gas Convection | 481396552 | | | | | |
| 4 | SG4D-SEFBAD | Vulcan Gas Convection | 481396554 | | | | | |
| 5 | SG4D-SEFBAD | Vulcan Gas Convection | 481396555 | | | | | |
| 6 | SG4D-SEFBAD | Vulcan Gas Convection | 481396556 | | | | | |
| 7 | 5GRS65F-SEFCAA | Battered Fryers W/F | 481395770 | | | | | |
| 8 | 60-SEFBAZ | Med Duty Gas Range | 481394777 | | | | | |
| 9 | 972A-SEFBGE | Griddle **Obsolete | 601111063 | | | | | |
| 10 | RW132W | 1 Sec Hot Box Wide | 058327-C | | | | | |
| 11 | RW132W | 1 Sec Hot Box Wide | 058328-C | | | | | |
| 12 | 84186 | Buffalo Chopper | 561-146623 | | | | | |
| 13 | 2612C | Food Slicer | 146745/146747 | | | | | |
| 14 | VG 40 | Braising Pan ML 126848 | 46-3002284 | | | | | |
| 15 | WS 55 | Compact Water Softener | 00741129 | | | | | |
| 16 | CE 10FD | Combi Oven | DR 1000804 | | | | | |
| 17 | CE 10 FD | Combi Oven | DR 1000815 | | | | | |
| 18 | 2612 C | Food Slicer | 561146745 | | | | | |
| 19 | V4 B36S-504 | Four Open Top Burner | 481703388 | | | | | |
| 20 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704397 | | | | | |
| 21 | VC4GD-SEFCAG | Vulcan Gas Convention | 481701269 | | | | | |
| 22 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704271 | | | | | |
| 23 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704270 | | | | | |
| 24 | FT900S | Dish Washing Machine | 271192621 | | | | | |



Exhibit "B" page 1 of 2

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2012-186A-11-09-MEG

**Bidder/Company Name:** Commercial Kitchen

**Address:** 221 N. McColl

**City/State/Zip Code:** McAllen, TX 78501

**Phone #: ( )** (800) 292-2120

**Fax No. :( )** 210 735 7421

**Cell #** N/A

**Authorized Signature:** Carl

**Printed Name:** Carl McNeal

**Title:** Director of Sales


Exhibit "B" page 2 of 2

# EXHIBIT "C"
## INSURANCE REQUIREMENTS

COMME-5 OP ID: TO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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**<br>Frost Insurance - San Antonio<br>3611 Paesanos Pkwy, Suite 100<br>San Antonio, TX 78231<br>Wagoner/Rakestraw AE<br>Phone: 210-220-6420<br>Fax: 210-220-6460 | CONTACT NAME: Stephanie Dauphin<br>PHONE (A/C, No, Ext): 210-220-6425 FAX (A/C, No): 210-220-6460<br>E-MAIL ADDRESS: sdauphin@frostinsurance.com |
| **INSURED**<br>Greenwich, Inc. dba<br>Commercial Kitchen Parts & Service<br>P O Box 831128<br>San Antonio, TX 78283 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : America First Lloyds Ins Co<br>INSURER B : Service Lloyds<br>INSURER C : Twin City Fire — 29459<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | | | CBP3522378 | 06/01/12 | 06/01/13 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | BA3522373 | 06/01/12 | 06/01/13 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 25000 | | | CU8775796 | 06/01/12 | 06/01/13 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | SRZD22213-12 | 06/01/12 | 06/01/13 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Crime | | | 00KB0224986 | 06/02/12 | 06/02/13 | Employee<br>Theft | 250,000 |

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

See Notepad

**CERTIFICATE HOLDER**

Hidalgo County
Attn: Purchasing Department
2812 S. Hwy. Business 281
Edinburgh, TX 78630

**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

Shanan Wagoner

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General Liability Additional Insured-Automatic Status When Required In Construction Agreement with You-Contractors-Completed Operations CG22-135 (04-11) Section IV: a. Primary Insurance
General Liability Additional Insured-Owners, Lessees or Contractors-Automatic Status When Required In Construction Agreement With You CG22-132 (01-08)
General Liability Waiver of Transfer of Rights of Recovery Against Others to Us-When Required In a Contract or Agreement with You. CG22-126 (01/08)
General Liability Amendment of Cancellation Provisions or Coverage Change, Blanket as Required By Written Contract, 30 days CG0205 (01/96)
WC Texas Waiver of Our Right to Recover From Others Endorsement WC420304A
Auto Waiver of Transfer of Rights of Recovery Against Others to Us-As Required By Written Contract 16-87 (11/09)
Business Auto Extension Endorsement Additional Insured by Contract, Agreement or Permit #4 16-59f (05/04)
Auto Amendment of Cancellation Provisions or Coverage Change, Blanket as Required By Written Contract, 30 days 17-59CA (06/94)
Auto Additional Insured-Lessor CA20010299
Texas Notice of Material Change Endorsement 30 days, WC420601

comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. Further Hidalgo County reserves the right to request these services from other sources other than the successful vendor and shall not be in violation of any terms or conditions of said contract.

**3.** This Contract shall be for a period of **one (1) year**, commencing on **JANUARY 1, 2013** and expiring on **DECEMBER 31, 2013**, but in no event to exceed the ($50,000.00 statutory bid limit per calendar year), with the County's sole option to renew/extend for an additional one (1) year term. County also reserves the right to continue this Request for Sealed Quotes (RFSQ) for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

**5.** All vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employment of Company who operate such vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such vehicles in providing the Services.

**6.** As consideration for rendering the Service provided for in this Contract, the County agrees to pay Company the amounts specified in Exhibit "B" attached hereto and incorporated herein 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:

| | |
|---|---|
| to County: | The County of Hidalgo<br>Attn: County Judge<br>1615 South Closner, Suite J<br>Edinburg, Texas 78539 |
| If to Company | Greenwich, Inc.<br>d/b/a Commercial Kitchen Parts & Service<br>Attn: Carl McNeal, Director of Sales<br>221 North McColl<br>McAllen, Texas, 78501 |

**13.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not

affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

**14.** This Agreement may be terminated by County without cause upon thirty (30) days written notice.

**15.** This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

**16.** This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

**17.** **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ninety (90) days written notice to Company. County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1996).

**WITNESS** our hands in duplicate originals this _____ day of _____, 2012.

**APPROVED AS TO FORM:**
Atlas & Hall, LLP

By: _____
Stephen L. Crain, Attorney

**COUNTY OF HIDALGO**

By:_____
Ramon Garcia, County Judge

**ATTEST:**

_____
Arturo Guajardo, Jr., County Clerk

**COMPANY: GREENWICH, INC.** d/b/a
**COMMERCIAL KITCHEN PARTS & SERVICE**

By:_____

Printed Name: CARL McNEAL

Title: DIRECTOR OF SALES

# EXHIBIT "A"

## REQUEST FOR SEALED QUOTES (RFSQ) PROCUREMENT PACKET

# PURCHASING DEPARTMENT
## County Of Hidalgo

October 24, 2012

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
**REQUEST FOR SEALED QUOTES**
**"Maintenance & Repairs for Kitchen Equipment & Appliances @ Jail"**
**RFSQ: 2012-186A-11-09-MEG**

Dear Participants:

Enclosed please find a Request for Sealed Quotes (RFSQ) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFSQ process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Elena Gomez, Buyer II
Hidalgo County Purchasing Department

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

# REQUEST FOR SEALED QUOTES CHECKLIST

## HIDALGO COUNTY SHERIFF'S OFFICE
**" MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"**
**RFSQ: 2012-186A-11-04-MEG**

1. Request for Sealed Quotes Letter, consisting of _1__ page.
2. Legal Notice, consisting of _8_ pages.
3. Exhibit "A" Specifications consisting of __4__ pages.
4. Exhibit "B" Bid Page consisting of __2__ page.
5. Exhibit "C" Insurance Requirements, consisting of _4 pages.
6. Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1_ page.
7. Bidder/Vendor Application, consisting of _2_ pages.
8. Tax form W-9 consisting of __4__ pages.
9. Certification Regarding Debarment, consisting of __1__ page.
10. Draft Service Contract, consisting of _8_pages.

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 missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank You,

Elena Gomez, Buyer II

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

# REQUEST FOR SEALED QUOTES

## HIDALGO COUNTY SHERIFF'S OFFICE "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"

## DUE DATE: NOVEMBER 09, 2012

Contact Person:

Elena Gomez, Buyer
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539
956 318-2626 X 4855

Form HCPD-03

1. Sealed quotes will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** in accordance with the specifications attached as Exhibit "A" hereto. RFSQs should address all specifications set forth. Participants 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 RFSQ.

2. All RFSQs are required with the Participants 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: **RFSQ NO. 2012-186A-11-09-MEG - HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** and in County's Purchasing Department, physical address: 2802 S. Business 281 and a mailing address: 2812 S. Business Hwy 281, New Administration Building, Edinburg, Texas, **on or before 11:00 a.m., FRIDAY, NOVEMBER 09, 2012 FACSIMILES OR LATE ARRIVALS WILL NOT BE ACCEPTED. ANY RFSQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE IN REFERENCE TO RFSQ. NO. 2012-186A-11-09-MEG.** Hidalgo County reserves the right to refuse and reject any/all RFSQs and to waive any/all formalities or technicalities, or to accept the RFSQ 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 RFSQ that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all RFSQs submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ for approval; and C.) award the RFSQ to one Participant or to multiple Participants if the County determines it is in its best interest to do so."

4. The Participant shall not substitute items named in the RFSQ without the express written consent of Hidalgo County. Failure of the delivered item to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible Participant, or to reject all RFSQs and re-advertise.

5. For work to be performed at a County owned or operated location, each Participant shall, in its sole discretion, visit the job site before preparing the RFSQ and thoroughly familiarize himself/herself with existing conditions. Participant should take field dimensions and note all circumstances which affect the dollar amount of the RFSQ.

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, Participants are required to include illustrations, specifications, explanation of warranties, and service data with their RFSQ including catalogue numbers and any necessary references.

7. No RFSQ may be withdrawn within thirty (30) days from the scheduled time to open RFSQs.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after RFSQ opening.

9. Any interpretations, amendments, corrections or changes to this RFSQ 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 RFSQs. Participants shall acknowledge receipt of all addenda as a part of their RFSQ.

10. County reserves the right to accept or reject any or all RFSQs.

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 RFSQ or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- 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
Elena Gomez, Buyer
(956) 318-2626 x 4855

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:

a) Name and address of successful Participant
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – "MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
Attn: Guadalupe Lupe Trevino
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

| | |
|---|---|
| **Sealed Quote Opening, 11:00 AM** | **NOVEMBER 09, 2012** |
| Award of Contract | _____, 2012 |
| Commence Work or Deliver Products | _____, 2012 |

18. ~~RFSQ or Performance Bond; Payment under Contract:~~

- ~~If the contract proposed is for the construction of public works or is for a contract exceeding $100,000, all Participants shall furnish a good and sufficient RFSQ bond in the amount of five percent of the total contract price. A RFSQ bond must be executed with a surety company authorized to do business in Texas.~~

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a RFSQ, and prior to commencement of the actual work, the Participant 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 RFSQ awarded, the successful Participant'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. RFSQs, 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 Participants: A prospective Participant must affirmatively demonstrate Participant's responsibility. A prospective Participant, by submitting a RFSQ, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the RFSQ;
- 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 Participant 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 Participant'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 Participant 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 Participant; County reserves the right to terminate any contract immediately in the event a successful Participant fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful Participant 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 Participant, or of any agent, employee, subcontractor or supplier of successful Participant in the execution of, or performance under, any contract which may result from RFSQ 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 Participant 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 Participant'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 Participant.

28. Successful Participant 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 RFSQs shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful Participant 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 Participant 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.

RFSQ
for
**HIDALGO COUNTY SHERIFF'S OFFICE**
**"MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"**
**RFSQ NO.: 2012-186A-11-09-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

## SPECIFICATIONS:

Hidalgo County Sheriff's Office is seeking qualified vendors to Maintain & Repair of Kitchen Equipment & Appliances at the County Jail.

## SCOPE

The scope of this contract is to furnish preventive maintenance **ON AS NEEDED BASIS,** all labor, materials, tools, equipment, and supervision for repairing the following kitchen equipment for the Hidalgo County Sheriff's Office.

**METHOD OF AWARD** may be awarded on a lowest Hourly rate received, highest % mark-up for parts and response time.

For items under Manufacturer's warranty, warranty will prevail until expiration of that warranty, thereafter this agreement will commence.

The requirements listed above are intended as an aid to the Contractor to acquaint them with what could be required to execute the work on this contract. Any item that might be needed and not herein specified shall be furnished and installed by the Contractor in accordance with the terms of this contract.

All work for repairs must be performed on a time and materials basis.

## TOOLS, EQUIPMENT, MATERIALS AND JOB SITE SAFETY

It must be the sole responsibility of the Contractor performing services for the contract to safeguard their own materials, tools, and equipment. The County shall not assume any responsibility for vandalism and/or theft of materials, tools and/or equipment.

All work being performed for and/or on Hidalgo County property shall fully conform to all local, state and federal safety regulations, which may include, but not limited to OSHA, etc. Adequate barricades shall be erected and maintained all around areas where equipment and materials are stored and used.

If requested by the County, all existing mechanical and electrical systems and mechanisms within the area of the affected area by this work shall be checked by the Contractor in the presence of the County's representative for proper operation before and after completion of the work.

## REQUIREMENTS:

- **Repair Service:** All services will be performed upon request of Sheriff's Office by the awarded vendor(s) during normal business days and hours. (Unless otherwise instructed by Hidalgo County Sheriff's Office)
- **Replacement Parts:** All replacement parts will be provided pursuant to the term contract.
- **Service Calls:** All service call will have a response within twelve (12) hours.
- **All services** will be done on an **"As Needed Basis".**
- Vendors submitting bid must warranty all services performed/parts.
- Costs are to be net F.O.B. County Prepaid.

## TERMS & CONDITIONS

1. Awarded vendor(s) should propose price for a period of one (1) year commencing upon termination upon current contract with the County's option to extend for an additional (1) one year but in no event to exceed the $50,000.00 (per year) statutory bid limit.

2. Hidalgo County reserves the right to continue this quote 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 quote for the next contract term.

3. Hidalgo County reserves the right to reject any/all quotes, to waive any/all formalities or technicalities, or to accept the quote considered the best and most advantageous to the County.

4. Hidalgo County reserves the right to award to **one or multiple vendors** whichever is in the best interest of the County.

5. Any contract awarded to a successful awarded vendor(s) will be in effect until (a) the contract expires (b) delivery and acceptance of products and/or performance of service ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

6. Hidalgo County reserves the right to award canceled contract to next lowest awarded vendor(s) as it deems to be in the best interest of the County.

7. The successful awarded vendor will submit and maintain General Liability, Auto Liability and Workers Compensation insurance and its limits through out the contract term, as described and listed in: Exhibit C Insurance Requirements.

8. 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.

9. Vendor will make arrangements with the Hidalgo County Purchasing Department to view and inspect equipment prior to submitting quote (if necessary).

## Market Volatility and Unit Price Adjustments:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction**: Vendor shall notify the County at the time when the Vendor's costs for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or

supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods**: Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes**: The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

## ADDITIONAL INFORMATION:

Further information required for this project can be addressed to, Elena Gomez, Buyer II, 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 South Business Highway 281, Edinburg, Texas 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

**ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday October 31, 2012 by 5:00 P.M. Responses to said inquiries will be sent to all applicants via facsimile by no later than, Friday November 2, 2012 by 5:00 p.m.**

## EQUIPMENT TO BE COVERED UNDER SERVICE AGREEMENT

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MAINTENANCE & REPAIRS of KITCHEN EQUIPMENT & APPLIANCES at the JAIL"
RFSQ NO. 2012-186A-11-09-MEG

| # | MODEL | DESCRIPTION | SERIAL # |
|---|---|---|---|
| I | G40TB-SEFACS | Braising Pan, Ml52351 | 46-2002177 |
| 2 | G40TB-SEFACS | Braising Pan, Ml52351 | 46-2004677 |
| 3 | SG4D-SEFBAD | Vulcan Gas Convection | 481396552 |
| 4 | SG4D-SEFBAD | Vulcan Gas Convection | 481396554 |
| 5 | SG4D-SEFBAD | Vulcan Gas Convection | 481396555 |
| 6 | SG4D-SEFBAD | Vulcan Gas Convection | 481396556 |
| 7 | 5GRS65F-SEFCAA | Battered Fryers W/F | 481395770 |
| 8 | 60-SEFBAZ | Med Duty Gas Range | 481394777 |
| 9 | 972A-SEFBGE | Griddle **Obsolete | 601111063 |
| 10 | RW132W | 1 Sec Hot Box Wide | 058327-C |
| 11 | RW132W | 1 Sec Hot Box Wide | 058328-C |
| 12 | 84186 | Buffalo Chopper | 561-146623 |
| 13 | 2612C | Food Slicer | 146745/146747 |
| 14 | VG 40 | Braising Pan ML 126848 | 46-3002284 |
| 15 | WS 55 | Compact Water Softener | 00741129 |
| 16 | CE 10FD | Combi Oven | DR 1000804 |
| 17 | CE 10 FD | Combi Oven | DR 1000815 |
| 18 | 2612 C | Food Slicer | 561146745 |
| 19 | V4 B36S-504 | Four Open Top Burner | 481703388 |
| 20 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704397 |
| 21 | VC4GD-SEFCAG | Vulcan Gas Convention | 481701269 |
| 22 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704271 |
| 23 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704270 |
| 24 | FT900S | Dish Washing Machine | 271192621 |

EXHIBIT "B"
Quote Page

# EXHIBIT "B"
## Quote Page
## HIDALGO COUNTY SHERIFF'S OFFICE
## "Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
## RFSQ NO. 2012-186A-11-09-MEG

**NIGP CODE: 936-30**

| # | Model | Description | Serial # | Hourly rate for Repair & Maintenance | Mark Up (%) Rate For Parts: | Response time 8-5 PM | Response Time after Hours, Weekends & Holidays | Warranty |
|---|---|---|---|---|---|---|---|---|
| 1 | G40TB-SEFACS | Braising Pan, Ml52351 | 46-2002177 | | | | | |
| 2 | G40TB-SEFACS | Braising Pan, Ml52351 | 46-2004677 | | | | | |
| 3 | SG4D-SEFBAD | Vulcan Gas Convection | 481396552 | | | | | |
| 4 | SG4D-SEFBAD | Vulcan Gas Convection | 481396554 | | | | | |
| 5 | SG4D-SEFBAD | Vulcan Gas Convection | 481396555 | | | | | |
| 6 | SG4D-SEFBAD | Vulcan Gas Convection | 481396556 | | | | | |
| 7 | 5GRS65F-SEFCAA | Battered Fryers W/F | 481395770 | | | | | |
| 8 | 60-SEFBAZ | Med Duty Gas Range | 481394777 | | | | | |
| 9 | 972A-SEFBGE | Griddle **Obsolete | 601111063 | | | | | |
| 10 | RW132W | 1 Sec Hot Box Wide | 058327-C | | | | | |
| 11 | RW132W | 1 Sec Hot Box Wide | 058328-C | | | | | |
| 12 | 84186 | Buffalo Chopper | 561-146623 | | | | | |
| 13 | 2612C | Food Slicer | 146745/146747 | | | | | |
| 14 | VG 40 | Braising Pan ML 126848 | 46-3002284 | | | | | |
| 15 | WS 55 | Compact Water Softener | 00741129 | | | | | |
| 16 | CE 10FD | Combi Oven | DR 1000804 | | | | | |
| 17 | CE 10 FD | Combi Oven | DR 1000815 | | | | | |
| 18 | 2612 C | Food Slicer | 561146745 | | | | | |
| 19 | V4 B36S-504 | Four Open Top Burner | 481703388 | | | | | |
| 20 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704397 | | | | | |
| 21 | VC4GD-SEFCAG | Vulcan Gas Convention | 481701269 | | | | | |
| 22 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704271 | | | | | |
| 23 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704270 | | | | | |
| 24 | FT900S | Dish Washing Machine | 271192621 | | | | | |



Exhibit "B" page 1 of 2

**Bidder/Company Name:** _____

**Address:** _____

**City/State/Zip Code:** _____

**Phone #: ( )** _____

**Fax No. :( )**_____

**Cell #** _____

**Authorized Signature:** _____

**Printed Name:** _____

**Title:** _____

# EXHIBIT "C"

## Insurance Requirements
## Applicable to the Acquisition of Goods and /or Services
## (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

**Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto).** Certificates of insurance 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**<br>☐ COMMERCIAL GENERAL LIABILITY<br>☐ CLAIMS MADE ☐ OCCUR<br>☐ OWNER'S & CONT. PROT<br>☐ OWNER'S PROTECTIVE LIABILITY<br>GEN'L AGGREGATE LIMIT APPLIES PER<br>☐ POLICY ☐ PROJECT ☐ LOC | | | | EACH OCCURRENCE | $ |
| | | | | | FIRE DAMAGE (Any one fire) | $ |
| | | | | | MED (Any one person) | $ |
| | | | | | PER & ADV INJURY | $ |
| | | | | | AL AGGREGATE | $ |
| | | | | | DUCTS – COMP/OP GG | $ |
| B | **AUTOMOBILE LIABILITY**<br>☐ ANY AUTO<br>☐ ALL OWNED AUTOS<br>☐ SCHEDULED AUTOS<br>☐ HIRED AUTOS<br>☐ NON-OWNED AUTOS | | | | COMBINED SINGLE LIMIT (Ea accident) | $ |
| | | | | | BODILY INJURY (Per person) | $ |
| | | | | | BODILY INJURY (Per accident) | $ |
| | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | **GARAGE LIABILITY**<br>☐ ANY AUTO | | | | AUTO ONLY-EA ACCIDENT | $ |
| | | | | | OTHER THAN AUTO ONLY EA ACC | $ |
| | | | | | AGG | $ |
| C | **EXCESS LIABILITY**<br>☐ OCCUR ☐ CLAIMS-MADE<br>☐ DEDUCTIBLE<br>☐ RETENTION $ | | | | EACH OCCURRENCE | $ |
| | | | | | AGGREGATE | $ |
| | | | | | | $ |
| | | | | | | $ |
| | | | | | | $ |
| D | **WORKERS COMPENSATION AND EMPLOYER'S LIABILITY** | | | | WC STATU-TORY LIMITS ☐ OTHER | |
| | | | | | E.L. EACH ACCIDENT | $ |
| | | | | | E.L. DISEASE-EA EMPLOYEE | $ |
| | | | | | E.L. DISEASE-POLICY LIMIT | $ |
| | **OTHER** | | | | | |

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

**County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.**

| CERTIFICATE HOLDER | ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION |
|---|---|
| **Hidalgo County**<br>**Attn: Purchasing Department**<br>**2812 S Highway Bus. 281**<br>**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.<br>AUTHORIZED REPRESENTATIVE |

SAMPLE

# Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

❒ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioners' Court;

❒ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioners' Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

❒ have already been met, see attached copy of insurance certificate.

_____ _____.
Authorized Representative Date

**Notice to Bidder:**
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

**THIS FORM MUST ACCOMPANY BID PACKET**

# PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. 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 (956) 292-7612 in person or regular mail to: Mailing/Postal Address: 2812 S. Business Hwy. 281 Physical Address: 2802 S. Business Hwy. 281 Edinburg, Texas 78539 or e-mail: purchasing@co.hidalgo.tx.us**

| | |
|---|---|
| **Company Name:** | **Telephone No. ( )** |
| **dba Name:** | |
| **Legal Name:** | |
| **Mailing Address:** | **Fax No. ( )** |
| **Physical Address:** | |
| **City, State, Zip** | **Tax I.D. No.** |
| **Remit to Address :** | **City, State, Zip** |
| **E-Mail Address:** | |
| **Representative(s) Name(s) & Title(s)** | |

**Type of Organization (check one):** _____ Individual _____ Partnership ____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify

**State Identification No.**_____ **(Please attached completed W-9 form with this application)**

**Federal Identification No. or (if individual) SS No.**

**State of Incorporation:** _____ **Date:**_____ **Other:**

**Type of Business (check one):** _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify

**Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:**

**Small and/or Disadvantaged Business Information (check application criteria)**

| **Small Business:** | **Disadvantaged Business (At Least 51% Ownership)** | |
|---|---|---|
| ❒ Less than 125,000 annual gross receipt | ❒ Black American | ❒ Native American |
| ❒ Less than 250,000 annual gross receipt | ❒ Hispanic American | ❒ Women |
| ❒ Less than 499,000 annual gross receipt | ❒ Asian Pacific American | ❒ Other |
| ❒ More than 500,000 annual gross receipt | | |

**Have you been certified as a HUB or an MBE/WBE source?:** ❒ Yes ❒ No

**Indicate Certification No.(s):**_____ **or are Certificate(s) attached?:** ❒ Yes ❒ No

**What type of product(s) is/are solicited by your company?:**

**Would you like to be provided with specifications for procurements of such products?:** ❒ Yes ❒ No

**To Be Completed by the County: Rec'd by (Purchasing):**_____ **Date Rec'd by (Purchasing):**

**Date Forwarded Information to Auditor's Office:**_____**Entry Date:** _____ **Vendor No.:**

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. 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.

# EXHIBIT "B"
## VENDOR'S SEALED QUOTES

RFSQ
for
**HIDALGO COUNTY SHERIFF'S OFFICE**
**"MAINTENANCE & REPAIRS OF KITCHEN EQUIPMENT & APPLIANCES @ JAIL"**
**RFSQ NO.: 2012-186A-11-09-MEG**

To: Martha L. Salazar, CPPB, Purchasing Agent
Physical Address: 2802 S. Business Hwy. 281 -New Administration Building
Mailing/Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned Participant proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned Participant further agrees, upon acceptance of its RFSQ, 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.

Participant acknowledges receipt of all of the pages of the documents referenced in the Invitation to RFSQ Checklist presented in connection with this procurement. Participant understands that Hidalgo County reserves the right to reject any or all RFSQs and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best RFSQ.

Participant agrees that this RFSQ shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving RFSQs, as contained in the Specifications.

Respectfully submitted,

Participant: Commercial Kitchen

Address: 221 N. McColl, McAllen, TX 78501

By: [signature]

Printed Name: Carl McNear

Title: Director of Sales

EXHIBIT "B"
Quote Page

# EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2012-186A-11-09-MEG

**NIGP CODE: 936-30**

| # | Model | Description | Serial # | Hourly rate for Repair & Maintenance | Mark Up (%) Rate For Parts: | Response time 8-5 PM | Response Time after Hours, Weekends & Holidays | Warranty |
|---|---|---|---|---|---|---|---|---|
| 1 | G40TB-SEFACS | Braising Pan, MI52351 | 46-2002177 | $78.00/hr. + 65.00 Service Fee on each call | MFG List price is used for parts pricing & mark up from list. | 4 hours | 4 hours | 90 days |
| 2 | G40TB-SEFACS | Braising Pan, MI52351 | 46-2004677 | | | | | |
| 3 | SG4D-SEFBAD | Vulcan Gas Convection | 481396552 | | | | | |
| 4 | SG4D-SEFBAD | Vulcan Gas Convection | 481396554 | | | | | |
| 5 | SG4D-SEFBAD | Vulcan Gas Convection | 481396555 | | | | | |
| 6 | SG4D-SEFBAD | Vulcan Gas Convection | 481396556 | | | | | |
| 7 | 5GRS65F-SEFCAA | Battered Fryers W/F | 481395770 | | | | | |
| 8 | 60-SEFBAZ | Med Duty Gas Range | 481394777 | | | | | |
| 9 | 972A-SEFBGE | Griddle **Obsolete | 601111063 | | | | | |
| 10 | RW132W | 1 Sec Hot Box Wide | 058327-C | | | | | |
| 11 | RW132W | 1 Sec Hot Box Wide | 058328-C | | | | | |
| 12 | 84186 | Buffalo Chopper | 561-146623 | | | | | |
| 13 | 2612C | Food Slicer | 146745/146747 | | | | | |
| 14 | VG 40 | Braising Pan ML 126848 | 46-3002284 | | | | | |
| 15 | WS 55 | Compact Water Softener | 00741129 | | | | | |
| 16 | CE 10FD | Combi Oven | DR 1000804 | | | | | |
| 17 | CE 10 FD | Combi Oven | DR 1000815 | | | | | |
| 18 | 2612 C | Food Slicer | 561146745 | | | | | |
| 19 | V4 B36S-504 | Four Open Top Burner | 481703388 | | | | | |
| 20 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704397 | | | | | |
| 21 | VC4GD-SEFCAG | Vulcan Gas Convention | 481701269 | | | | | |
| 22 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704271 | | | | | |
| 23 | VC4GD-SEFCAG | Vulcan Gas Convention | 481704270 | | | | | |
| 24 | FT900S | Dish Washing Machine | 271192621 | | | | | |



Exhibit "B" page 1 of 2

EXHIBIT "B"
Quote Page
HIDALGO COUNTY SHERIFF'S OFFICE
"Maintenance & Repairs of Kitchen Equipment & Appliances @ Jail"
RFSQ NO. 2012-186A-11-09-MEG

**Bidder/Company Name:** Commercial Kitchen

**Address:** 221 N. McColl

**City/State/Zip Code:** McAllen, TX 78501

**Phone #: ( )** (800) 292-2120

**Fax No. :( )** 210 735 7421

**Cell #** N/A

**Authorized Signature:** Carl

**Printed Name:** Carl McNeal

**Title:** Director of Sales


Exhibit "B" page 2 of 2

# EXHIBIT "C"
## INSURANCE REQUIREMENTS

COMME-5 OP ID: TO

# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 11/29/12

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

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**<br>Frost Insurance - San Antonio<br>3611 Paesanos Pkwy, Suite 100<br>San Antonio, TX 78231<br>Wagoner/Rakestraw AE<br>Phone: 210-220-6420<br>Fax: 210-220-6460 | CONTACT NAME: Stephanie Dauphin<br>PHONE (A/C, No, Ext): 210-220-6425 FAX (A/C, No): 210-220-6460<br>E-MAIL ADDRESS: sdauphin@frostinsurance.com |
| **INSURED**<br>Greenwich, Inc. dba<br>Commercial Kitchen Parts & Service<br>P O Box 831128<br>San Antonio, TX 78283 | INSURER(S) AFFORDING COVERAGE — NAIC #<br>INSURER A : America First Lloyds Ins Co<br>INSURER B : Service Lloyds<br>INSURER C : Twin City Fire — 29459<br>INSURER D :<br>INSURER E :<br>INSURER F : |

**COVERAGES** **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSR | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | GENERAL LIABILITY<br>X COMMERCIAL GENERAL LIABILITY<br>CLAIMS-MADE X OCCUR<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>X POLICY PRO-JECT LOC | | | CBP3522378 | 06/01/12 | 06/01/13 | EACH OCCURRENCE<br>DAMAGE TO RENTED PREMISES (Ea occurrence)<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY<br>GENERAL AGGREGATE<br>PRODUCTS - COMP/OP AGG | $ 1,000,000<br>$ 100,000<br>$ 5,000<br>$ 1,000,000<br>$ 2,000,000<br>$ 2,000,000 |
| A | AUTOMOBILE LIABILITY<br>X ANY AUTO<br>ALL OWNED AUTOS<br>SCHEDULED AUTOS<br>HIRED AUTOS<br>NON-OWNED AUTOS | | | BA3522373 | 06/01/12 | 06/01/13 | COMBINED SINGLE LIMIT (Ea accident)<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident) | $ 1,000,000<br>$<br>$<br>$ |
| A | X UMBRELLA LIAB X OCCUR<br>EXCESS LIAB CLAIMS-MADE<br>DED X RETENTION $ 25000 | | | CU8775796 | 06/01/12 | 06/01/13 | EACH OCCURRENCE<br>AGGREGATE | $ 5,000,000<br>$ 5,000,000 |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N<br>(Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below | N / A | | SRZD22213-12 | 06/01/12 | 06/01/13 | X WC STATU-TORY LIMITS OTH-ER<br>E.L. EACH ACCIDENT<br>E.L. DISEASE - EA EMPLOYEE<br>E.L. DISEASE - POLICY LIMIT | $ 1,000,000<br>$ 1,000,000<br>$ 1,000,000 |
| C | Crime | | | 00KB0224986 | 06/02/12 | 06/02/13 | Employee<br>Theft | 250,000 |

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

See Notepad

**CERTIFICATE HOLDER**

Hidalgo County
Attn: Purchasing Department
2812 S. Hwy. Business 281
Edinburgh, TX 78630

**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

Shanan Wagoner

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General Liability Additional Insured-Automatic Status When Required In Construction Agreement with You-Contractors-Completed Operations CG22-135 (04-11) Section IV: a. Primary Insurance
General Liability Additional Insured-Owners, Lessees or Contractors-Automatic Status When Required In Construction Agreement With You CG22-132 (01-08)
General Liability Waiver of Transfer of Rights of Recovery Against Others to Us-When Required In a Contract or Agreement with You. CG22-126 (01/08)
General Liability Amendment of Cancellation Provisions or Coverage Change, Blanket as Required By Written Contract, 30 days CG0205 (01/96)
WC Texas Waiver of Our Right to Recover From Others Endorsement WC420304A
Auto Waiver of Transfer of Rights of Recovery Against Others to Us-As Required By Written Contract 16-87 (11/09)
Business Auto Extension Endorsement Additional Insured by Contract, Agreement or Permit #4 16-59f (05/04)
Auto Amendment of Cancellation Provisions or Coverage Change, Blanket as Required By Written Contract, 30 days 17-59CA (06/94)
Auto Additional Insured-Lessor CA20010299
Texas Notice of Material Change Endorsement 30 days, WC420601

**SPECIAL MEETING - DECEMBER 18, 2012**

**MBERED, that on this 18th day of December A.D., 2012, there was begun and**
**AL MEETING of the Honorable Commissioners' Court of Hidalgo County,**
**in the following members thereof were present, to-wit:**

| | |
|---|---|
| **HONORABLE RAMON GARCIA** | **HIDALGO COUNTY JUDGE** |
| **HONORABLE JOEL QUINTANILLA** | **COMMISSIONER, PRECINCT NO. 1** |
| **HONORABLE HECTOR "TITO" PALACIOS** | **COMMISSIONER, PRECINCT NO. 2** |
| **HONORABLE JOSEPH PALACIOS** | **COMMISSIONER, PRECINCT NO. 4** |

**and ARTURO GUAJARDO, JR., COUNTY CLERK & EX-OFICIO CLERK OF THE COMMISSIONERS' COURT of Hidalgo County, Texas, wherein the following proceedings were had, to-wit:**

# AGENDA
# CC REGULAR
# HIDALGO COUNTY
# COMMISSIONERS COURT
# MEETING
# December 18, 2012
# 9:30 A.M.

**NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a SPECIAL MEETING of the Commissioners' Court will be held at the Edinburg Council Chambers 415 W. University Drive, Edinburg, Hidalgo County, Texas. Discussion and possible action relating to the following business will be transacted:**

**1. Roll Call**

All members of the Court were counted present.

**2. Pledge of Allegiance**

Judge Garcia led the Court and Audience in reciting the Pledge of Allegiance.

**3. Prayer**

Commissioner Quintanilla led the Court and Audience in Prayer.
Judge Garcia asked for a Moment of Silence in memory of the twenty six victims of Newtown, Connecticut and honored their family and survivors.

**4. Approval of Consent Agenda**

The Court moved to approve the Consent Agenda.
At this time, the Court then took items 6.B, 16.A. and 17.A. out of order.

**5. Open Forum**

-Frank Traver commented on the rail system and how it does not make any profit.
-Josie Leal thanked Commissioner Joseph Palacios for his assistance with Hoen Montecristo Subdivision.
-Dr. Gloria Vela requested to use Open Forum for Prayer.
-Opal Billman discussed her false imprisonment as a result for petition for divorce.

**6. County Judge's Office:**

**A.** Discussion, consideration and Approval of Memorandum of Understanding between the Texas Forest Service, Regional Incident Management Team Member and the County of Hidalgo, with the authority for the County Judge to execute documents for the following County employees:

Rolando Benavides-Hidalgo County Emergency Management
Juan Martinez-Fire Marshal's Office
Carlos Moreno-Right of Way
Karina Cardoza-Public Affairs Division

2. Pct. #3 Drainage Improvement (1200):
a. Approval of certification of revenues, as certified by Co. Auditor for revenues received from the Texas Department of Transportation (TXDOT) for the sale of parcels 12 & 13 located in FM 681 (from SH 107 to FM 681 @ FM 2221).

b. Approval of 2012 appropriation of funds into Pct. 3 Drainage Improvement Project (fund 1200, program #049) in the amount of $296,053.00 to fund anticipated capital asset purchases.

On motion by COMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote to approve items 18.B.2.a & b.

**Vote:** 3 - 0 - Unanimously

**19. Purchasing Department - Marty Salazar:**

**Notes:**
**A. FOR ANY CONTRACT(S) AWARDED AND APPROVED UNDER THIS AGENDA, EXECUTED COPIES OF THE CONTRACT(S) WILL BE AVAILABLE ON THE COUNTY INTRA-NET WEBSITE AND WILL BE FOWARDED VIA E-MAIL, FAX OR HAND DELIVERED TO HIDALGO COUNTY AUDITOR'S OFFICE.**

**B. ANY AND ALL REQUESTS FOR PAYMENT(S) APPROVED WILL BE SUBJECT TO COUNTY AUDITORS PROCESSING PROCEDURES INCLUDING AUTHORITY FOR COUNTY TREASURER TO ISSUE PAYMENT(S)/CHECK(S).**

**A. Hidalgo County**

1. **Presentation for acceptance and approval of Current inter-local(s) and/or contract(s) for the "Housing of Inmates"**

2. **Presentation for discussion, consideration and action**
Including, but not limited to, the following items in connection with New Adult Detention Center:
a) Detention Facility Law Enforcement Center Design- Build Contract with including action regarding Landmark Application for payment, final punch list and release of retainage
b) Construction of additional pod(s)
c) Selection and engagement of an architect for the construction of additional pods

NO ACTION taken on items 19.A.1 & 2. a, b & c.

3. Acceptance and approval of Contract #C-12-130A-12-18 with Elite Transportation (bid awarded by CC on 11/27/12) for the provision of: Hidalgo County Dead Body Pickup and Transport Services-RFB No.: 2012-130A-10-03-SMA.

and/or any other such machines in Hidalgo County for as long as machines are owned and used.

On motion by COMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**D. Sheriff's Office**

**1.** Presentation of RFSQ received from Commercial Kitchen as further detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of award and approval of contract for RFSQ titled: Hidalgo County Sheriff's Office-" Maintenance & Repair of Kitchen Equipment and Appliance" through project No.: 2012-186A-MEG

On motion by COMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS

, the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

**E. Auditor's Office**

**1.** a. Requesting clarification and approval to amend the Sole Source Declaration (previously approved by CC on December 20, 2011-AI#30195) with Weidenhammer Systems Corporation for the continuous services of the Alio maintenance and support agreement services as well as any future purchases of equipment, license, software, maintenance and support services for Auditor's Office Alio in place through the life term of the equipment/software/hardware/maintenance/support services in place; and

On motion byCOMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, the Court made a UNANIMOUS vote of approval.
**Vote** : 3 - 0

b. Approval to pay the annual maintenance and support renewal fees in the amount of $38,270.00 for fiscal year 01/01/13-12/31/13 including the signing of required documents by County Judge or Court Member.

On motion by COMMISSIONER, PCT. 1 JOEL QUINTANILLA, seconded by COMMISSIONER, PCT. 2 HECTOR PALACIOS , the Court made a UNANIMOUS vote of approval.

**Vote:** 3 - 0 - Unanimously

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

November 27, 2013

William Putegnat, Owner
**MODEL LAUNDRY, LLC**
P. O. Box 178
Los Indios, Texas 78567
Ph. (956) 399-4340 - Fax (956) 399-4344

via email wputegnat@msn.com

***RE:*** ***Sixty (60) Day Extension to Contract No. C-10-382-02-22 -"Rental and/or Purchase of Industrial Uniforms" (on an as needed basis) - Hidalgo County***

Dear Mr. Putegnat:

Commissioners' Court will take applicable action on **(Tuesday, December 10, 2013)** in connection with the Hidalgo County's option to exercise the **Sixty (60) Day** grace period as stated in the current contract in place while the procurement process is completed. **(Commencing, March 1, 2014, Expiring, April 29, 2014)** or **(upon completion of the procurement process which ever comes first)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, **Friday, December 6, 2013**, attn: Leticia Saenz, Contracts Mgr. to facsimile (956) 318-2629 or via email leticia.saenz@co.hidalgo.tx.us.

By: _____ Date: _____
William Putegnat, Owner

***Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals, Statement of Qualifications).***

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

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

November 27, 2013

Vickie Wilt, Operations Manager
**Tri County Communications, Ltd.**
1421 East Pike Blvd.
Weslaco, TX 78596
Tel: (956) 447-8440

Via Email vwilt@tri-countycom.com
Via Facsimile: (956) 447-0622

***RE: Sixty (60) Day Extension to Contract No. E-13-041-01-08 (C-11-023-01-11) - Repairs, Installation & Removal, Communication & Radio Tower Miscellaneous Equipment (on an as needed basis) - Hidalgo County Sheriff's Office***

Dear Ms. Wilt:

Commissioners' Court will take applicable action on **(Tuesday, December 10, 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, January 11, 2014, Expiring, March 11, 2014)** or **(upon completion of the procurement process which ever comes first)** under the same rate, term and conditions.

Please acknowledge receipt of this notice of extension by signing below and returning to the Purchasing Department by no later than, **Friday, December 6, 2013**, attn: Leticia Saenz, Contracts Mgr. to facsimile (956) 318-2629 or via email leticia.saenz@co.hidalgo.tx.us.

By: _____ Date: _____
Vickie Wilt, Operations Manager

***Additionally, we are requesting your company provide an "Updated Certificate of Insurance" as required through Hidalgo County's Request for (Bids, Quotes, Proposals, Statement of Qualifications).***

Should you have any questions or require additional information, please do not hesitate to contact me at 956-292-7000 extension 4861. Your cooperation in this matter is greatly appreciated and we hope your company continues its business relationship with Hidalgo County.

Sincerely,

Leticia Saenz, CPPB/Contracts Manager
Hidalgo County Purchasing Department

xc: file

**AI-41832** **Purchasing Department 5. J.**

**CC CONSENT**

**Meeting Date:** 12/03/2013

Submitted By: Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

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Information

CAPTION

Add/delete fuel cards/users

1. Constable Pct No. 4 - delete fuel card

BACKGROUND

Vehicle Asset #48258

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Attachments

con

Form Review

| Inbox | Reviewed By | Date |
|---|---|---|
| Purchasing Department | Marty Salazar | 11/26/2013 03:46 PM |
| Budget & Management | Obdett Calzada | 11/26/2013 04:09 PM |
| Auditor's Office | Monica Badillo | 11/27/2013 10:52 AM |

Form Started By: Nielda Cavazos Started On: 11/14/2013 11:28 AM

Final Approval Date: 11/27/2013

# FUEL CREDIT CARD REQUEST FORM

Purpose: This form will be used by Hidalgo County Purchasing Department to request a fuel card for County business use only. The Requestor must be authorized to sign for the billing account number provided by the department.

☐ **Add Vehicle Card** ☐ **Add Driver Pin** ☒ **Delete/ Cancel Card** ☐ **Delete/Cancel Driver**

| | |
|---|---|
| **Department:** | Constable Pct 4 |
| **Billing Address:** | 2814 S. Business Highway 281; Edinburg, Texas 78539 |
| **Fuel Card Manager:** | Nayla Muñoz |
| | This person can not have use of the fuel card |
| **Phone Number:** | (956) 383-8560 **County Email**: nayla.munoz@co.hidalgo.tx.us |
| **Web user Name:** | **Password:** |
| **Hidalgo Co Acct Number:** | 3-1100-421-00-294-001-0-626 |
| **Requested By:** | **Joel Rivera**, *Chief Deputy* |
| Original Signature is required | Sign & Print Elected/Official Supervisor/Director |

On behalf of my department, I hereby request fuel cards for the following department vehicles. I understand that there will be one fuel card per requested vehicle. I understand that each card is to be used for the purpose of obtaining fuel for the designated Hidalgo County vehicle for which the card is issued.

*For Purchasing Department Use Only*

Approved by Commissioners Court On: Agenda Item No. #

Reviewed by Fuel Card Administrator:

Cards Received by Dept on: _____ Date Returned/Cancelled: _____

Fuel Cards Received by Department:

Sign & Print Authorized Elected Official/Supervisor/Director

RECEIVED BY COUNTY AUDITOR
2013 NOV 12 PM 2 18

| **Vehicle Plate No** (N/A = Non-vehicle) | **Description** *(Vehicle or Non-vehicle Equip.)* | **VIN Number** (N/A = Non-vehicle) | **Asset Number** (N/A = Non-vehicle) | *Purchasing Dept. Use Only* **Card Number** |
|---|---|---|---|---|
| 106-1970 | 2009 Ford F-150 | 1FTRW12W09KA27780 | | |
| | | | | |
| | | | | |
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| | | | | |

List all names of drivers who will fuel a Hidalgo County vehicle. Drivers who have not submitted their driver's information to Department of Budget Management Safety Division (DBM) will not be allowed a Pin number to fuel up. All Drivers must submit all proper documentation requested by DBM before driving a Hidalgo County vehicle.

| **User Name** | **DOB** | **User ID** *(6 digits)* | *DBM Use Only* **License Verification** | *Purchasing Dept. Use Only* **Training Date & Signed Fuel Policy** |
|---|---|---|---|---|
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***Form F.1.1 Revised:*** ***Attach separate list if additional users are required***