CONSENT AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
December 10, 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being discussed separately unless requested by a Commissioner, in which event the item or items will immediately be withdrawn for individual consideration in its normal sequence after the items not requiring separate discussion have been acted upon.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-42172** **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-42164** 2013 - Dept of Budget & Management (1100)

B. **AI-42151** 2013 - 93rd District Court (1100)

C. **AI-42116** 2013 - County Wide Adm.(1100)

D. **AI-42086** 2013 - JP Pct. 3 Pl. 1 (1100)

E. **AI-42030** 2013 - Tax Office (1100)

F. **AI-42133** 2013 - Pct. #1 Parks (1100)

G. **AI-41934** 2013 - Pct. #1 R&B (1200)

H. **AI-42130** 2013 - Pct. #2 CRC (1100)

I. **AI-42000** 2013 - Pct. #2 Parks (1100)

J. **AI-42049** 2013 - Pct. #2 CW Mechanic Shop (1200)

K. **AI-41937** 2013 - Pct 3 BCAP (1200)

L. **AI-42023** 2013 - Pct.#3 Sanitation (1100)

M. **AI-42143** 2013 - Pct #3 Rd. Maint. (1200)

N. **AI-41987** 2013 - Pct. #3 Sanitation (1100)

O. **AI-42134** 2013 - Pct. #4 Road Maintenance (1200)

P. **AI-42124** 2013 - Sheriff's Office (1284)

Q. **AI-42076** 2013 - Hidalgo County Sheriff's Office (1100)

R. **AI-41994** 2013 - Hidalgo County Sheriff's Office (1100)

S. **AI-42045** 2013 - Jail (1100)

T. **AI-42029** 2013 - Sheriff's Office (1284)

U. **AI-42027** 2013 - District Clerk (1100)

V. **AI-41942** 2013 - District Attorney's Office (1223)

W. **AI-42071** 2013 - Constable Pct. 3 (1100)

X. **AI-42075** 2013 - Executive Office (1100)

Y. **AI-41933** 2013 - Facilities Management (1100)

Z. **AI-42060** 2013 - 332nd District Court (1100)

AA. **AI-42016** 2013 - 370th District Court (1100)

BB. **AI-42009** 2013 - County Auditor's Office (1100)

CC. **AI-41943** 2013 - District Attorney's Office (1222)

3. **2013 Interdepartmental transfers:**

A. **AI-42163** Sheriff (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Sheriff in the amount of $110,726.00 to fund gasoline expenditures for the month of November 2013.

B. **AI-42110** CO2010A&B Pct 2 Equip & Maint Facility (1342):
Approval of 2013 interdepartmental transfer from CO2010A&B Pct 2 Equip & Maint Facility (Function 431) to CO2010A&B Pct 2 Equip & Maint Facility (Function 419) in the amount of $94,558.50.

C. **AI-41961** Pct. 2 TxDot (1315): Approval of 2013 interfund transfer from Certificate of Obligations 2001 (Fund 1331, Program#010) to TXDOT- "I" Road (Fund 1315, program#016) Road Project in the amount of $ 4,000.00 to fund legal services as needed for the project.

D. **AI-42146** Approval of 2013 interdepartmental transfer from CO2010A&B program (126) to program (124) in the amount of $2,504.00.

4. Interfund transfers:

A. **AI-42152** Assistance to Firefighters (1283):
Approval of 2013 interfund transfer from Co. Wide Comm. System (1100) to Assistance to Firefighters (1283) in the amount of $227,074.80 to fund the purchase/lease of Motorola radios and the M2/M3 Core equipment (20% local cash match- Interlocal with City of McAllen).

B. **AI-42062** Pct 2 TxDot Thomas Rd (1315)
Approval of 2013 interfund transfer from Pct 2 2001 Certificates of Obligation (1331) to Pct 2 TxDot Thomas Rd (Jackson-Stewart) (1315) in the amount of $163,301.07.

C. **AI-42107** Pct.2 Equip & Maint Facility (1342):
Approval of 2013 interfund transfer from Pct 2 TxDot Thomas Rd (Jackson-Stewart) (1315) to CO2010A&B Pct 2 Equipment & Maintenance Facility (1342) in the amount of $726,045.15.

D. **AI-42108** Pct 2 TxDot Thomas Rd (1315):
Approval of 2013 interfund transfer from SOA Pct 2 Tower Rd (Moore-Balli) Prj (1303) to Pct 2 TxDot Thomas Rd (Jackson-Stewart) (1315) in the amount of $81,165.00 to fund road expenditures.

E. **AI-42109** Pct 2 TxDot Thomas Rd (1315):
Approval of 2013 interfund transfer from Pct 2 Rd Maint (1200) to Pct 2 TxDot Thomas Rd (Jackson-Stewart) (1315) in the amount of $276,617.24.

5. **Planning Department:**

A. **AI-42067** 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)

6. **Right of Way - Permits:**

A. **AI-42051** Military Highway Water Supply Corporation:
A ten (10) inch DR 25 PVC plastic pressure pipe will be installed along the east side of "I" Road connecting to M.H.W.S.C. existing ten (10) inch water line on the north east corner of the intersection of "I" Road and Dicker Road, then going north along the east side for approx. 7,200 feet.

B. **AI-42090** Agua Special Utility District:

1. Agua SUD proposes to bore 40 ft across North El Pinto Road in Sullivan City, Texas and install a 12" waterline with 20" steel casing. Agua SUD also proposes to relocate 40 ft of the existing 8" waterline on the east side of El Pinto Road in Sullivan City, Texas. The waterline will be moved 6 ft. east of the current location, which will be a total distance of 8 ft. from the pavement.
2. Agua SUD proposes to make 5, 8 ft (L) X 3 ft. (W); partial pavement cuts on the east side of Minnesota Road in Mission, Texas, as shown on the site map. The purpose is to complete previously approved bores and connect to an existing 8 inch waterline that is underneath the pavement.

7. **Executive Officer - Valde Guerra:**

A. **AI-42011** Approval of 457 plan hardship withdrawal request for employee #127493

8. **Tax Refunds:**

A. **AI-42041**

Account Number	Payer	Amount
A5720.00.000.0001.00	David Crook Attorney at Law	$3,319.33
N3020.03.000.0001.00	Davis Dale L Trustee	$12,653.73
S2005.00.000.001A.00	Apple Six Hospitality Texas LP	$4,297.28
S2005.00.000.001A.00	Apple Reit Six, Inc.	$9,793.10
T6355.00.000.0002.00	Property Tax Lending, LP	$22,448.28

9. **Budget & Management:**

A. **AI-42058** Self-Funded (2202) Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 11/01-30/2013 in the amount of $122,163.60 and requesting approval of wire transfer.

B. **AI-41894** 1. Approval of reimbursement in the amount of $786,864.13 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 11/09/13 to 11/22/13.

11/09-15/13	$325,548.48
11/16-22/13	$461,315.65
TOTAL	$786,864.13

2. Approval of wire transfer to cover claims paid.

10. **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-42140** Acceptance and approval of request for payment of Invoice # 11324659 for $44,895.00 through Work Authorization No. 1 submitted by L&G Engineering for FM2220 (Ware Rd.) Project under contract # C-13-178-08-20 (PO# 696996).

B. **AI-42104** Approval to exercise the option to renew/extend for a one (1) year extension (as permitted in contract) with Bio-Ops, LLC, under the same rates, terms and condition for: "Bio Hazardous Waste Disposal Services" for Hidalgo County.

C. **AI-42141** Approval to exercise the option to renew/extend for a one (1) year term as stipulated and provided in the Lease Agreement between Hidalgo County and Jose Ramirez, Jr. for the tract of land (aka, the Penitas Landfill located in Penitas, Texas) described herein under the same rates, terms and conditions.

D. **AI-42101** Approval of option for a sixty (60) day grace period extension (as permitted by contract) with BFI Waste Service of Texas under the same rates, terms and conditions for: "Garbage Collection Services at Los Ebanos Pavilion," located in Pct 3.

E. **AI-42053** Acceptance and approval for clarification purposes only of the contract number referenced on AI#41895 previously approved on November 26, 2013 to a **REFLECT THE CORRECT CONTRACT NUMBER WHICH IS E-13-195-06-04** for the "Arbitrage Compliance Computations" with Arbitrage Compliance Specialists.

F. **AI-42038** Acceptance and approval of the monitoring service agreement (reviewed and approved by legal) for the monthly amount of $18.99 which includes administration fees for the Roma WIC with ASG Security for the duration of term as stated on 2C of agreement 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 agreement by County Judge, Court Member through assigned requisition #244828.

G. **AI-41776** Requesting authority to advertise and approval of procurement packet developed and drafted by participation by county user Elected Offices and IT (i.e., specifications, legal notice etc.) as attached hereto for "Hidalgo County- Credit Card Payment System" RFB 2013-196-00-00-MEG.

H. **AI-42039** 1. Requesting authority to exercise the **Sixty (60) Day** grace period extension as provided in the current contract (E-12-300-12-04) for: Medical Supplies & Equipment (on an as needed basis) for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with **HENRY SCHEIN, INC-MEDICAL SUPPLIES & EQUIPMENT,** effective, 1**2/22/13 - expiring, 02/20/14** or (upon completion of the procurement process which ever comes first and/or is most advantageous to Hidalgo County;

2. Requesting authority to exercise the **Sixty (60) Day** grace period extension as provided in the current contract #E-13-041-01-08 for the:"Repairs, Installation & Removal, Communication & Radio Tower Miscellaneous Equipment (on an as needed basis) for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with **TRI-COUNTY COMMUNICATIONS, LTD, effective, 01/11/14 - expiring, 03/11/14** or (upon completion of the procurement process which ever comes first and/or is most advantageous to Hidalgo County);

3. Acceptance and approval of Invoice **#M179311 ($ 1,373.00)** for processing and payment as submitted by **HALFF ASSOCIATES, INC**., in connection to "on call" Contract #C-13-044-03-20 under (WA#1-PO#-695232) for PROJECT: "Renovation of 911/Radio Communications Office at Sheriff's Office" located in Precinct No. 4.

I. **AI-42080** Acceptance and approval of request for payment of the following invoices as submitted by Godinez Communications amid Work Authorization No. 1-PO#670133-Contract #C-11-117-08-22 for the provision of "Professional Consulting Services To Assist, Assess, Review and Facilitate Hidalgo County's revenue And Expenditure Efficiencies In Various Public And Private Sector (Including All funding Sources, Programs, and Entities)" with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

Invoice No: HC-DD-001-$2,430.00-01/11/12 thru 01/31/12
Invoice No: HC-DD-002-$3,105.00-02/01/12 thru 02/29/12
Invoice No: HC-DD-003-$1,620.00-03/01/12 thru 03/31/12
Invoice No: HC-DD-004-$3,105.00-04/01/12 thru 04/30/12
Invoice No: HC-DD-005-$2,565.00-05/01/12 thru 05/31/12
Invoice No: HC-DD-006-$1,485.00-06/01/12 thru 06/30/12
Invoice No: HC-DD-007-$1,620.00-07/01/12 thru 07/31/12
Invoice No: HC-DD-008-$3,240.00-08/01/12 thru 07/31/12
Invoice No: HC-DD-009-$3,645.00-09/01/12 thru 09/30/12
Invoice No: HC-DD-010-$4,185.00-10/01/12 thru 10/31/12
Invoice No: HC-DD-011-$540.00-11/01/12 thru 11/30/12

Total amount of invoices: $27,540.00

J. **AI-42040** Requesting authority to exercise the **Sixty (60) Day** grace period extension as provided in the current contract # E-13-068-02-12 for the: **"Rental and/or Purchase of Industrial Uniforms"** (on an as needed basis) for Hidalgo County, under the same rates, terms and conditions with **MODEL LAUNDRY, LLC, effective, 03/01/14 - expiring, 04/29/14** or (upon completion of the procurement process which ever comes first and/or is most advantageous to Hidalgo County).

AI-42172 **1.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

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

Attachments

ck reg

Form Review

Form Started By: Monica Badillo Started On: 12/09/2013 02:37 PM

Final Approval Date: 12/09/2013

Approval of Check Register as Summarized Below

December 10th, 2013

Bank Account	Fund	Start Ck #	End Ck #		Amount
01	General Fund	390251	390549		1,214,767.94
02	Special Revenue	389929	390073		330,996.67
04	Capital Projects	15261	15283		1,109,119.22
05	Trust & Agency	23199	23202		6,678.18
07	Proprietary	5834	5839		19,718.31
15	Urban County	28797	28822		193,398.80
			Total checks		**2,874,679.12**
Ach Withdrawals for:					
General Fund			ITEMS:	1	377,865.78
			Total withdrawals:		377,865.78
Bank Internal Transfer for:					
General Fund			ITEMS:	2	1,062,501.69
			Total transfers:		1,062,501.69
			Total electronic payments:		1,440,367.47
			Grand Total:		**4,315,046.59**

ACH Withdrawals

Date	To	For	From	Amount
12/04/13	Texas Class Investment Pool	Tax Office Motor Vehicle	Gerneral Fund	377,865.78
			Total General	377,865.78
			Total ACH Withdrawal	377,865.78

Bank Internal Transfers

Date	To	For	From	Amount
12/03/13	Tax Office Motor Vehicle	Return of Principal Investment	General Fund	473,660.99
12/05/13	Tax Office Motor Vehicle	Return of Principal Investment	General Fund	588,840.70
			Total General	1,062,501.69
			Total Bank Transfers	1,062,501.69
			Grand Total	1,440,367.47

A/P Summary Check Register FPREG01A

Bank	Check No	Amount	Date	Vendor	Type
01	00390251	1,355.00	12/10/13	201979 ALEMAN, JAIME	C
01	00390252	1,925.00	12/10/13	23019 ALEXANDER, MARK	C
01	00390253	480.00	12/10/13	200115 LAW OFFICES OF EDUARDO ANAYA, P.C.	C
01	00390254	470.00	12/10/13	329134 BARBOSA, ALBERTO	C
01	00390255	650.00	12/10/13	299375 LAURA MARTINEZ BARBOSA	C
01	00390256	250.00	12/10/13	205028 LAW OFFICE OF ROBERT M. CAPELLO JR. P.C.	C
01	00390257	3,132.50	12/10/13	348147 EDNA ESCANAME CEDILLO	C
01	00390258	200.00	12/10/13	406481 CHUGANI, HITESH K.	C
01	00390259	4,070.00	12/10/13	319848 COLEGIO, ROBERTO	C
01	00390260	4,367.50	12/10/13	222232 LAW OFFICE OF M. TERESA CORONADO	C
01	00390261	1,070.00	12/10/13	333034 FLORES, ABIEL	C
01	00390262	1,422.50	12/10/13	362964 SYLVIA VEGA FLORES	C
01	00390263	455.00	12/10/13	387592 CARLOS MOCTEZUMA GARCIA	C
01	00390264	250.00	12/10/13	217743 LAW OFFICE OF DALINDA B. GARCIA	C
01	00390265	667.50	12/10/13	241873 JAIME ROEL GARCIA	C
01	00390266	3,482.50	12/10/13	348805 GARZA & PENA, PLLC	C
01	00390267	895.00	12/10/13	145882 ABEL GARZA ATTORNEY AT LAW	C
01	00390268	1,610.00	12/10/13	395641 GARZA, JOSE M.	C
01	00390269	2,635.00	12/10/13	159298 GARZA, ROGELIO	C
01	00390270	1,232.50	12/10/13	252743 GARZA, ROLANDO	C
01	00390271	3,207.50	12/10/13	19062 GOMEZ, JOSE ANTONIO	C
01	00390272	1,590.00	12/10/13	181188 GONZALES, FRANCISCO E. JR.	C
01	00390273	700.00	12/10/13	282634 LAW OFFICE OF RAUL A. GUAJARDO, P.L.L.C	C
01	00390274	250.00	12/10/13	385158 GUERRA, ARMANDO M.	C
01	00390275	450.00	12/10/13	412406 HELLER, URI AARON	C
01	00390276	4,600.00	12/10/13	179094 JEANNE E. HOLMES, P.C.	C
01	00390277	2,500.00	12/10/13	92096 SEPULVEDA, ELOY	C
01	00390278	1,092.50	12/10/13	319309 LAW OFFICE OF TRACI LYNN EVANS	C
01	00390279	1,150.00	12/10/13	385174 LAW OFFICES OF DAVID LEE MCGEE P.C.	C
01	00390280	405.00	12/10/13	370991 LONGORIA, OSCAR LEE JR.	C
01	00390281	2,180.00	12/10/13	353582 LOPEZ, TEODULO L. JR.	C
01	00390282	1,225.00	12/10/13	307742 MARTINEZ, ARMANDO P.	C
01	00390283	2,302.50	12/10/13	251127 LAW OFFICE OF MELISSA RIOS MONTES	C
01	00390284	760.00	12/10/13	265543 LAW OFFICE OF DANIEL MORA, III	C
01	00390285	2,982.50	12/10/13	226297 MORALES-MARTINEZ, NEREYDA	C
01	00390286	700.00	12/10/13	382647 JORGE MUNOZ	C
01	00390287	362.50	12/10/13	245364 NITSCH, PATRICK A.	C
01	00390288	945.00	12/10/13	253871 OSORIO, ALBERTO	C
01	00390289	500.00	12/10/13	296201 PALACIOS & ASSOCIATES, P.C.	C
01	00390290	250.00	12/10/13	332232 PALACIOS & LOVE, ATTORNEYS AT LAW	C
01	00390291	175.00	12/10/13	418935 PALACIOS, JOSE L.	C
01	00390292	650.00	12/10/13	156434 PALACIOS, TORIBIO	C
01	00390293	235.00	12/10/13	276871 PEREZ, NOE L.	C
01	00390294	445.00	12/10/13	143456 LAW OFFICE OF GEORGE PITCHFORD	C
01	00390295	5,352.50	12/10/13	209783 RAMIREZ, CARMEN B.	C
01	00390296	1,280.00	12/10/13	159328 RAMIREZ, LUIS R.	C
01	00390297	335.00	12/10/13	360279 THE LAW OFFICE OF SAMUEL REYES	C
01	00390298	85.00	12/10/13	98655 RICHARD GARZA, ATTORNEY AT LAW	C
01	00390299	2,747.50	12/10/13	255599 RODRIGUEZ, BERTHA ISABEL	C
01	00390300	4,340.00	12/10/13	10871 RODRIGUEZ, EMILIO JR.	C
01	00390301	835.00	12/10/13	258776 MICHAEL R. SALINAS, ATTORNEY AT LAW	C
01	00390302	750.00	12/10/13	408247 SCHUETTE, ABIGAIL R.	C
01	00390303	4,562.50	12/10/13	368067 TIJERINA LAW FIRM PC	C
01	00390304	275.00	12/10/13	320102 LAW OFFICE OF LAURO B. TREJO III	C
01	00390305	187.50	12/10/13	372722 LAW OFFICE OF THOMAS G. WAYLAND	C

Bank	Check No	Amount	Date	Vendor		Type
01	00390306	200.00	12/10/13	404381	WIESEHAN, ERIC	C
01	00390307	378.58	12/10/13	260363	T-MOBILE	C
01	00390308	249.00	12/10/13	396907	ATLANTIC INFORMATION SERVICES, INC	C
01	00390309	222.00	12/10/13	275875	EAN HOLDINGS, LLC	C
01	00390310	22.91	12/10/13	193143	G-DINGLE, ROSALINDA	C
01	00390311	45.41	12/10/13	381764	LONGORIA, GLORIA	C
01	00390312	165.00	12/10/13	365459	TEXAS ASSOC. OF ELECTIONS ADM.	C
01	00390313	68,418.00	12/10/13	397970	4M GRANBURY YOUTH SERVICES, INC.	C
01	00390314	19,754.00	12/10/13	315761	4M YOUTH SERVICES INC	C
01	00390315	261.25	12/10/13	211532	A SIGN LANGUAGE COMPANY	C
01	00390316	11.86	12/10/13	254126	ACEVEDO, IRASEMA	C
01	00390317	6,201.12	12/10/13	401374	AIM MEDIA TEXAS OPERATING, LLC	C
01	00390318	22.35	12/10/13	416410	AIRGAS USA, LLC	C
01	00390319	3,900.00	12/10/13	412724	AIRSOFT OUTLET NORTHWEST LLC	C
01	00390320	10,500.76	12/10/13	403709	AL3 ENTERPRISES, LLC	C
01	00390321	1,350.00	12/10/13	399140	ALARM SECURITY GROUP LLC	C
01	00390322	100.00	12/10/13	196339	AMERICAN AUDIO ALARM & TINT	C
01	00390323	1,494.01	12/10/13	1864	AMIGO POWER EQUIPMENT	C
01	00390324	105.00	12/10/13	199362	ANRIGE, INC.	C
01	00390325	77.25	12/10/13	199362	ANRIGE, INC.	C
01	00390326	12,554.63	12/10/13	302465	ARGUINDEGUI OIL CO II LTD	C
01	00390327	23.45	12/10/13	54755	ARGUS SECURITY SYSTEMS	C
01	00390328	950.61	12/10/13	328626	AT&T	C
01	00390329	850.00	12/10/13	2666	ATLAS, HALL & RODRIGUEZ, L.L.P	C
01	00390330	9,549.12	12/10/13	2666	ATLAS, HALL & RODRIGUEZ, L.L.P	C
01	00390331	3,074.45	12/10/13	2666	ATLAS, HALL & RODRIGUEZ, L.L.P	C
01	00390332	29,575.00	12/10/13	342009	AUTOPSY SVCS & EXPERT TESTIMONY, PLLC	C
01	00390333	1,402.77	12/10/13	337412	AUTOZONE	C
01	00390334	57.06	12/10/13	279188	AYALA, MARISSA ELMA	C
01	00390335	33.90	12/10/13	403652	BARBER, JACLYN	C
01	00390336	.10	12/10/13	419117	BENITEZ, HERMILO	C
01	00390337	2,044.39	12/10/13	264423	B.C. FOOD GROUP, LLC	C
01	00390338	87.74	12/10/13	3816	BILL BUNTON AUTO SUPPLY & MACHINE INC.	C
01	00390339	200.00	12/10/13	385778	BIO-OPS, LLC.	C
01	00390340	405.90	12/10/13	375292	BLACKMON, ROBERT M.	C
01	00390341	615.90	12/10/13	90476	BOB BARKER COMPANY, INC	C
01	00390342	2,976.04	12/10/13	402559	BORDEN DAIRY COMPANY	C
01	00390343	62.00	12/10/13	4057	BORDER ENGINE REBUILDERS & DIESEL SVCS	C
01	00390344	61.96	12/10/13	4081	BORDERLAND HARDWARE OF MERCEDES, INC.	C
01	00390345	20.00	12/10/13	419087	BOTELLO, RODOLFO	C
01	00390346	167,265.00	12/10/13	262501	BROOKS COUNTY DETENTION CENTER	C
01	00390347	190.08	12/10/13	4472	BURNS MOTOR CO	C
01	00390348	625.80	12/10/13	4537	BURTON AUTO SUPPLY, INC	C
01	00390349	242.47	12/10/13	4537	BURTON AUTO SUPPLY, INC.	C
01	00390350	598.70	12/10/13	261726	CARRIER SALES AND DISTRIBUTION, LLC	C
01	00390351	6,220.34	12/10/13	153915	CDW GOVERNMENT INC.	C
01	00390352	2,279.87	12/10/13	195332	CHIEF SUPPLY, INC.	C
01	00390353	50,000.00	12/10/13	255521	ESTRELLA'S HOUSE	C
01	00390354	34,377.96	12/10/13	6513	CITY OF EDINBURG	C
01	00390355	2,340.32	12/10/13	6513	CITY OF EDINBURG	C
01	00390356	4,731.00	12/10/13	6513	CITY OF EDINBURG	C
01	00390357	3,628.59	12/10/13	10197	CITY OF EDINBURG	C
01	00390358	380.90	12/10/13	10197	CITY OF EDINBURG	C
01	00390359	78.80	12/10/13	100137	CITY OF ELSA	C
01	00390360	483.89	12/10/13	6696	CITY OF PHARR	C

Bank	Check No	Amount	Date	Vendor		Type
01	00390361	557.62	12/10/13	6696	CITY OF PHARR	C
01	00390362	252.00	12/10/13	76554	CITY OF SAN JUAN	C
01	00390363	400.00	12/10/13	234303	COHRS, RICHARD	C
01	00390364	125.00	12/10/13	78174	COPY GRAPHICS, INC	C
01	00390365	251.28	12/10/13	342726	CSI FORENSIC SUPPLY	C
01	00390366	10,290.00	12/10/13	255742	CUMMINS-ALLISON CORPORATION	C
01	00390367	290.00	12/10/13	250562	DANABY RENTALS, INC.	C
01	00390368	27.12	12/10/13	370347	DEL ANGEL, ENEDELIA	C
01	00390369	3,202.11	12/10/13	178136	DELL MARKETING L.P.	C
01	00390370	117.40	12/10/13	86525	DELTA SPECIALTIES SUPPLY	C
01	00390371	11,030.42	12/10/13	315354	DEPARTMENT OF INFORMATION RESOURCES	C
01	00390372	3,000.00	12/10/13	321761	DESTINY SOFTWARE, INC.	C
01	00390373	113.98	12/10/13	228389	DIRECTV	C
01	00390374	80.17	12/10/13	228389	DIRECTV	C
01	00390375	154.99	12/10/13	228389	DIRECTV	C
01	00390376	34.62	12/10/13	258385	DISH	C
01	00390377	134.50	12/10/13	212423	DONNA I.S.D.	C
01	00390378	624.40	12/10/13	227463	DORSEY, J. BONNER	C
01	00390379	306.00	12/10/13	416630	KINDSCHUH, CURTIS S.	C
01	00390380	9.00	12/10/13	263869	EDCOUCH-ELSA I.S.D	C
01	00390381	194.45	12/10/13	419168	ESCOBAR, LUIS	C
01	00390382	1,275.00	12/10/13	407674	EXCEL SOFTWARE PROFESSIONALS, LTD	C
01	00390383	26.50	12/10/13	322709	EXQUISITA DISTRIBUTORS, L.P.	C
01	00390384	322.95	12/10/13	11908	FEDEX	C
01	00390385	3,750.00	12/10/13	320234	FLORES, VICKY I.	C
01	00390386	2,220.63	12/10/13	289612	FLOWERS BAKING CO. OF SAN ANTONIO, LLC	C
01	00390387	2,512.00	12/10/13	393894	FOOD MARKETING CONCEPTS	C
01	00390388	171.18	12/10/13	13129	FRENCH-ELLISON TRUCK CENTER	C
01	00390389	740.58	12/10/13	321826	G & K SERVICE INC.	C
01	00390390	1,801.90	12/10/13	77402	G.T. DISTRIBUTORS, INC.	C
01	00390391	43.75	12/10/13	419133	GARCIA, MELVIN	C
01	00390392	.10	12/10/13	419109	GARCIA, OMAR	C
01	00390393	19.78	12/10/13	376108	GARZA, DIANNA	C
01	00390394	404.44	12/10/13	13897	GATEWAY PRINTING	C
01	00390395	1,588.51	12/10/13	13897	GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
01	00390396	544.95	12/10/13	169242	GCR TIRE CENTER TDS	C
01	00390397	2,846.00	12/10/13	189774	GERARD RICKHOFF	C
01	00390398	1,795.83	12/10/13	210471	GOMEZ, AGUSTIN	C
01	00390399	1,709.58	12/10/13	244899	GUERRA, LEEDS, SABO & HERNANDEZ, PLLC	C
01	00390400	999.99	12/10/13	419028	GULF BIOMECHANICAL LAB, LLP	C
01	00390401	13,955.15	12/10/13	15253	GULF COAST PAPER CO.	C
01	00390402	1,167.00	12/10/13	15261	GULF DATA PRODUCTS	C
01	00390403	266.68	12/10/13	242101	H & V EQUIPMENT, INC.	C
01	00390404	217.68	12/10/13	252468	HACIENDA FORD	C
01	00390405	908.85	12/10/13	252468	HACIENDA FORD BODY SHOP	C
01	00390406	30,539.00	12/10/13	221562	HALFF ASSOCIATES, INC.	C
01	00390407	11,060.00	12/10/13	252484	HAYS COUNTY TREASURER	C
01	00390408	34,192.00	12/10/13	16357	HIDALGO CO. DISTRICT CLERK	C
01	00390409	8,900.00	12/10/13	16497	HIDALGO VOL FIRE DEPT	C
01	00390410	264.55	12/10/13	305545	THE HOME DEPOT	C
01	00390411	1,848.74	12/10/13	129763	OAK FARMS - SAN ANTONIO	C
01	00390412	1,200.00	12/10/13	265152	IDOCKET.COM	C
01	00390413	1,007.04	12/10/13	405078	INDUSTRIAL DISTRIBUTION GROUP	C
01	00390414	2,573.83	12/10/13	179442	IVAN'S AUTOMOTIVE	C
01	00390415	1,197.26	12/10/13	254576	J.L. CAZARES, D.D.S. P.A.	C

Bank	Check No	Amount	Date	Vendor	Type
01	00390416	2,074.44	12/10/13	262447 JOHNSON SUPPLY	C
01	00390417	259.37	12/10/13	253324 JOHNSTONE SUPPLY-PHARR	C
01	00390418	67.78	12/10/13	405060 LA FERIA FAMILY DENTISTRY P.A.	C
01	00390419	6,307.32	12/10/13	119784 LABATT FOOD SERVICE	C
01	00390420	236.00	12/10/13	115851 LASERLUX	C
01	00390421	7,402.50	12/10/13	261513 ROLANDO L. RIOS, ESQ	C
01	00390422	13,647.23	12/10/13	204129 LAW OFFICES OF PRESTON HENRICHSON P.C.	C
01	00390423	34,965.00	12/10/13	271632 LCS CORRECTIONS SERVICES, INC.	C
01	00390424	110.50	12/10/13	282693 LEXISNEXIS RISK DATA MANAGEMENT INC	C
01	00390425	91.83	12/10/13	94714 LINDBERG PHARMACY	C
01	00390426	75.06	12/10/13	143731 LONE STAR OVERNIGHT	C
01	00390427	558.25	12/10/13	288772 LONE STAR UNIFORMS, INC.	C
01	00390428	96.00	12/10/13	82708 LULL'S PUBLIC SCALES	C
01	00390429	4,321.27	12/10/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00390430	23,611.54	12/10/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00390431	6,408.81	12/10/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00390432	1,754.72	12/10/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
01	00390433	110.00	12/10/13	347612 MARCO ANTONIO MUNIZ	C
01	00390434	3,300.00	12/10/13	152951 MARIN GARZA M.D.	C
01	00390435	375.00	12/10/13	23493 MATT'S CASH & CARRY	C
01	00390436	7,903.00	12/10/13	262056 JOSE E. GARCIA	C
01	00390437	1,138.57	12/10/13	266264 MCALLEN HOSPITALS, L.P.	C
01	00390438	156.60	12/10/13	23825 MCALLEN PUBLIC UTILITY	C
01	00390439	96.14	12/10/13	224529 MCCOY'S BUILDING SUPPLY	C
01	00390440	45.00	12/10/13	114154 MCM SPORTING GOODS, INC.	C
01	00390441	.10	12/10/13	419125 MEDRANO, VENUSTIANO	C
01	00390442	5,225.00	12/10/13	24406 MERCEDES FIRE DEPT	C
01	00390443	38.50	12/10/13	156981 MERCEDES INDEPENDENT SCHOOL DISTRICT	C
01	00390444	121.50	12/10/13	138479 MILITARY HIGHWAY WATER SUPPLY CORP.	C
01	00390445	633.48	12/10/13	24996 MISSION AUTO ELECTRIC, INC.	C
01	00390446	5.36	12/10/13	25062 MISSION HARDWARE	C
01	00390447	207.00	12/10/13	275506 MOBILE RELAYS PARTNERS, LTD.	C
01	00390448	318.75	12/10/13	388467 MODEL LAUNDRY, LLC	C
01	00390449	3,125.00	12/10/13	25348 MONTE ALTO FIRE DEPT.	C
01	00390450	673.98	12/10/13	414492 MOUNTAIN GLACIER, LLC	C
01	00390451	36.00	12/10/13	414492 MOUNTAIN GLACIER, LLC	C
01	00390452	4.52	12/10/13	410314 MUNOZ, MERLEN P.	C
01	00390453	349.30	12/10/13	153842 NICHO PRODUCE CO, INC	C
01	00390454	259.71	12/10/13	25895 NORTH ALAMO WATER SUPPLY CORP	C
01	00390455	7,810.00	12/10/13	182834 NTC DRUG TESTING SERVICES, INC.	C
01	00390456	848.00	12/10/13	182834 NTC DRUG TESTING SERVICES, INC.	C
01	00390457	96.93	12/10/13	261319 NUECES COUNTY	C
01	00390458	3,310.75	12/10/13	221945 O'REILLY AUTOMOTIVE STORES, INC.	C
01	00390459	16.39	12/10/13	367796 OCHOA, ROSE MARY	C
01	00390460	200.56	12/10/13	312231 OFFICE DEPOT	C
01	00390461	151,869.64	12/10/13	342408 PERDUE, BRANDON FIELDER, COLLINS & MOTT	C
01	00390462	14.69	12/10/13	233293 PEREZ, ESMERALDA	C
01	00390463	3,885.00	12/10/13	14966 GREGORIO PINA, III, PH.D.	C
01	00390464	3,897.00	12/10/13	28894 POSTMASTER	C
01	00390465	1,818.60	12/10/13	28894 POSTMASTER	C
01	00390466	414.00	12/10/13	28908 POSTMASTER-US POSTAL SERVICE	C
01	00390467	59.89	12/10/13	347663 PUENTE, CRYSTAL A.	C
01	00390468	140.00	12/10/13	43192 R.E. FRIEDRICHS CO	C
01	00390469	.10	12/10/13	419095 RAMIREZ, RAUL	C
01	00390470	58.35	12/10/13	299871 RAMOS, ESTANISLADO III	C

Bank	Check No	Amount	Date	Vendor	Type
01	00390471	25.00	12/10/13	299715 RAUL LONGORIA RADIATOR SHOP	C
01	00390472	969.00	12/10/13	398420 REGIMED MEDICAL	C
01	00390473	511.98	12/10/13	371807 REGION 1 REPAIR, LLC	C
01	00390474	3,584.33	12/10/13	277223 RELIANT, DEPT 0954	C
01	00390475	73.17	12/10/13	277223 RELIANT, DEPT 0954	C
01	00390476	98.98	12/10/13	327433 RENAISSANCE EMERGENCY PHYSICIANS	C
01	00390477	95.00	12/10/13	377627 RENE'S STARTER & ALTERNATOR	C
01	00390478	949.59	12/10/13	401854 REPUBLIC SERVICES, INC.	C
01	00390479	59.22	12/10/13	291463 RGV PIZZA HUT, LLC	C
01	00390480	619.15	12/10/13	399566 RICOH USA, INC.	C
01	00390481	303.14	12/10/13	176311 RIO GRANDE STEEL LTD	C
01	00390482	10.10	12/10/13	419052 RIOS, ANGELICA	C
01	00390483	12.43	12/10/13	377015 ROBLEDO, NORMA E.	C
01	00390484	80.23	12/10/13	359254 RODRIGUEZ, MARICELA	C
01	00390485	452.57	12/10/13	283797 ROMCO EQUIPMENT CO.	C
01	00390486	985.37	12/10/13	285471 ROYAL METAL BUILDING COMPONENTS	C
01	00390487	12.00	12/10/13	268674 S.A.M. CAFE	C
01	00390488	29.99	12/10/13	304131 SAENZ HARDWARE	C
01	00390489	20.00	12/10/13	177725 SAFEHOUSE SECURITY SYSTEMS, INC.	C
01	00390490	30.51	12/10/13	212083 SALAZAR, ERNESTINA	C
01	00390491	48.03	12/10/13	410063 SALINAS, HILDA ANN	C
01	00390492	375.00	12/10/13	33359 SAN JUAN FIRE DEPARTMENT	C
01	00390493	236.00	12/10/13	399981 SANCHEZ, ROBERT	C
01	00390494	11.30	12/10/13	251933 SANTOS, GRACIELA	C
01	00390495	1,490.00	12/10/13	33995 SHARE CORPORATION	C
01	00390496	9,607.67	12/10/13	201839 SHAVER FOODS, LLC	C
01	00390497	644.83	12/10/13	200514 SIMPLEXGRINNELL LP	C
01	00390498	39.56	12/10/13	319147 SOLIS, HERMELINDA	C
01	00390499	54.50	12/10/13	244147 SOUTH TEXAS I.S.D.	C
01	00390500	79.62	12/10/13	178586 SOUTHERN BONE & JOINT CENTER ASSOCIATES	C
01	00390501	19.65	12/10/13	35173 SPIKES MOTOR COMPANY	C
01	00390502	1,876.40	12/10/13	364363 SPRINGFIELD, INC.	C
01	00390503	805.49	12/10/13	319449 STAPLES ADVANTAGE	C
01	00390504	72.00	12/10/13	218723 SUBWAY #6216	C
01	00390505	185.15	12/10/13	336319 SUPERIOR OIL EXPRESS	C
01	00390506	1,200.00	12/10/13	244171 TDCAA	C
01	00390507	150.00	12/10/13	365459 TEXAS ASSOC. OF ELECTIONS ADM.	C
01	00390508	255.00	12/10/13	162663 TEXAS COMMISSION ON FIRE PROTECTION	C
01	00390509	12,354.43	12/10/13	293415 TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	C
01	00390510	12,206.26	12/10/13	293415 TEXAS COMPTROLLER OF PUBLIC ACCOUNTS	C
01	00390511	4,433.78	12/10/13	288888 TEXAS GAS SERVICE	C
01	00390512	700.00	12/10/13	369039 TEXAS LAND RECLAMATION LLC	C
01	00390513	434.43	12/10/13	37079 TEXAS PARKS & WILDLIFE DEPARTMENT	C
01	00390514	279.00	12/10/13	223638 TEXAS TARPS	C
01	00390515	877.20	12/10/13	302007 TIRE CENTERS, LLC	C
01	00390516	54.00	12/10/13	419079 TORRES, ANGEL	C
01	00390517	25.99	12/10/13	339768 TOVAR, ROSA L.	C
01	00390518	258.00	12/10/13	419060 TREVINO, PERLA M.	C
01	00390519	743.45	12/10/13	357081 TYLER TECHNOLOGIES, INC.	C
01	00390520	16,773.37	12/10/13	401838 U.S. BANK NATIONAL ASSOCIATION ND	C
01	00390521	65.91	12/10/13	155284 UNITED PARCEL SERVICE	C
01	00390522	330.00	12/10/13	169552 UTB/TSC	C
01	00390523	2,321.55	12/10/13	217182 UPPER VALLEY MAIL SERVICES	C
01	00390524	863.33	12/10/13	204331 VALLEY AIDS COUNCIL LLC	C
01	00390525	20,833.33	12/10/13	370789 VALLEY INITIATIVE FOR DEVELOPMENT &	C

Bank	Check No	Amount	Date	Vendor		Type
01	00390526	710.00	12/10/13	253049	VALLEY INSURANCE PROVIDERS	C
01	00390527	1,789.26	12/10/13	132799	VALLEY OUTDOOR POWER EQUIPMENT, INC.	C
01	00390528	531.81	12/10/13	251577	VERIZON SOUTHWEST, INC.	C
01	00390529	765.80	12/10/13	287024	VERIZON WIRELESS	C
01	00390530	248.36	12/10/13	287024	VERIZON WIRELESS	C
01	00390531	264.96	12/10/13	287024	VERIZON WIRELESS	C
01	00390532	11,620.00	12/10/13	358681	VICTORIA COUNTY	C
01	00390533	149.80	12/10/13	208078	VIDEO SOUND & LIGHT ENTERPRISES INC.	C
01	00390534	72.03	12/10/13	254185	WALMART COMMUNITY/GECRB	C
01	00390535	413.32	12/10/13	179337	WASTE MANAGEMENT OF TEXAS, INC.	C
01	00390536	74.04	12/10/13	179337	WASTE MANAGEMENT OF TEXAS, INC.	C
01	00390537	24.38	12/10/13	268755	WELDINGHOUSE, INC.	C
01	00390538	6,950.00	12/10/13	6726	WESLACO FIRE DEPT	C
01	00390539	1,481.24	12/10/13	179701	WESLACO FORD, LLP	C
01	00390540	56.00	12/10/13	56855	WESLACO INDEPENDENT SCHOOL DISTRICT	C
01	00390541	399.00	12/10/13	254207	WILLACY COOP	C
01	00390542	927.60	12/10/13	42129	XEROX CORPORATION	C
01	00390543	2,283.16	12/10/13	42129	XEROX CORPORATION	C
01	00390544	2,928.65	12/10/13	42129	XEROX CORPORATION	C
01	00390545	355.60	12/10/13	42129	XEROX CORPORATION	C
01	00390546	368.39	12/10/13	42129	XEROX CORPORATION	C
01	00390547	789.30	12/10/13	42129	XEROX CORPORATION	C
01	00390548	15,154.56	12/10/13	280046	L & G CONSULTING ENGINEERS, INC.	C
01	00390549	70,473.41	12/10/13	388459	PRODIGY CONSTRUCTION MANAGEMENT, LLC	C
Total Bank No 01		**1,214,767.94**				
02	00389929	324.31	12/10/13	130036	AGUILAR, JAVIER	C
02	00389930	2,320.00	12/10/13	299014	AMAYA, JERRY	C
02	00389931	88.02	12/10/13	328626	AT&T	C
02	00389932	29.34	12/10/13	328626	AT&T	C
02	00389933	31.39	12/10/13	328626	AT&T	C
02	00389934	31.39	12/10/13	328626	AT&T	C
02	00389935	630.96	12/10/13	328626	AT&T	C
02	00389936	1,881.32	12/10/13	328626	AT&T	C
02	00389937	600.00	12/10/13	385778	BIO-OPS, LLC.	C
02	00389938	1,037.41	12/10/13	179272	CANON FINANCIAL SERVICES INC.	C
02	00389939	1,615.04	12/10/13	179272	CANON FINANCIAL SERVICES INC.	C
02	00389940	348.42	12/10/13	179272	CANON USA, INC.	C
02	00389941	106.00	12/10/13	398233	CANTU, AISSA	C
02	00389942	1,209.67	12/10/13	222062	CARRILLO, IRENE	C
02	00389943	469.45	12/10/13	164135	WRS GROUP, LTD	C
02	00389944	48.44	12/10/13	229334	CITY OF DONNA	C
02	00389945	91.38	12/10/13	229334	CITY OF DONNA	C
02	00389946	27.13	12/10/13	10197	CITY OF EDINBURG	C
02	00389947	161.92	12/10/13	10197	CITY OF EDINBURG	C
02	00389948	180.33	12/10/13	134686	CITY OF MERCEDES	C
02	00389949	56.37	12/10/13	6696	CITY OF PHARR	C
02	00389950	2,074.18	12/10/13	169447	CITY OF WESLACO	C
02	00389951	116.90	12/10/13	214442	COMMERCIAL KITCHEN	C
02	00389952	37,000.00	12/10/13	280097	DEERSKIN MANUFACTURING, INC.	C
02	00389953	768.00	12/10/13	8869	DIAZ FLOORS & INTERIORS INC.	C
02	00389954	1,201.72	12/10/13	258385	DISH	C
02	00389955	667.23	12/10/13	275875	EAN HOLDINGS, LLC	C
02	00389956	88.90	12/10/13	373117	ESCAMILLA, MINDY	C
02	00389957	98.75	12/10/13	64114	EXQUISITA TORTILLAS, INC.	C

Bank	Check No	Amount	Date	Vendor	Type
02	00389958	103.84	12/10/13	11908 FEDEX	C
02	00389959	198.00	12/10/13	386235 GARZA, VERONICA	C
02	00389960	31.64	12/10/13	386235 GARZA, VERONICA	C
02	00389961	270.21	12/10/13	13897 GATEWAY PRINTING & OFFICE SUPPLY, INC.	C
02	00389962	2,202.08	12/10/13	15253 GULF COAST PAPER CO.	C
02	00389963	486.44	12/10/13	270962 HIDALGO COUNTY CSCD	C
02	00389964	165.20	12/10/13	129763 OAK FARMS - SAN ANTONIO	C
02	00389965	9.04	12/10/13	258881 LIMAS, ALBERTO Z.	C
02	00389966	49.16	12/10/13	399906 MACIEL, MAYRA J.	C
02	00389967	763.13	12/10/13	22438 MAGIC VALLEY ELECTRIC CO-OP, INC.	C
02	00389968	549.75	12/10/13	188034 MANZO, JORGE J.	C
02	00389969	52.26	12/10/13	138479 MILITARY HIGHWAY WATER SUPPLY CORP.	C
02	00389970	202.31	12/10/13	402788 PENA, JOVANNA	C
02	00389971	300.00	12/10/13	30309 REGION ONE	C
02	00389972	8,019.05	12/10/13	277223 RELIANT, DEPT 0954	C
02	00389973	91.88	12/10/13	277223 RELIANT, DEPT 0954	C
02	00389974	271.94	12/10/13	277223 RELIANT, DEPT 0954	C
02	00389975	4,570.28	12/10/13	277223 RELIANT, DEPT 0954	C
02	00389976	271.94	12/10/13	277223 RELIANT, DEPT 0954	C
02	00389977	10,011.92	12/10/13	277223 RELIANT, DEPT 0954	C
02	00389978	90.00	12/10/13	189669 SALINAS, GLORIA E.	C
02	00389979	31.00	12/10/13	311863 SANDOVAL, MONICA JASSO	C
02	00389980	90.00	12/10/13	149519 SERNA, LYDIA	C
02	00389981	129.69	12/10/13	34088 SHARYLAND WATER SUPPLY CORP	C
02	00389982	116.01	12/10/13	17701 SILVA, ISRAEL JR.	C
02	00389983	58,302.00	12/10/13	184012 SOUTHWEST KEY PROGRAMS, INC.	C
02	00389984	276.42	12/10/13	319449 STAPLES BUSINESS ADVANTAGE	C
02	00389985	115.00	12/10/13	133655 SUPERIOR ALARMS	C
02	00389986	4,559.91	12/10/13	114243 SYSCO INC.	C
02	00389987	595.85	12/10/13	114243 SYSCO INC.	C
02	00389988	883.19	12/10/13	114243 SYSCO INC.	C
02	00389989	647.62	12/10/13	260363 T-MOBILE	C
02	00389990	91.09	12/10/13	260363 T-MOBILE	C
02	00389991	65.35	12/10/13	309583 TEXAS DEPARTMENT OF STATE HEALTH SERV.	C
02	00389992	442.40	12/10/13	366315 TREVINO, SANTOS	C
02	00389993	1,388.07	12/10/13	230537 ULINE, INC.	C
02	00389994	308.49	12/10/13	251577 VERIZON SOUTHWEST, INC.	C
02	00389995	310.80	12/10/13	251577 VERIZON SOUTHWEST, INC.	C
02	00389996	587.68	12/10/13	251577 VERIZON SOUTHWEST, INC.	C
02	00389997	266.91	12/10/13	251577 VERIZON SOUTHWEST, INC.	C
02	00389998	369.71	12/10/13	251577 VERIZON SOUTHWEST, INC.	C
02	00389999	235.07	12/10/13	287024 VERIZON WIRELESS	C
02	00390000	463.90	12/10/13	328308 ZAVALA, RICARDO	C
02	00390001	117.00	12/10/13	188824 JASSO, MONETTE	C
02	00390002	477.49	12/10/13	246883 MUNIZ, ANNETTE C.	C
02	00390003	276.00	12/10/13	337234 RENAISSANCE AUSTIN HOTEL	C
02	00390004	379.50	12/10/13	337234 RENAISSANCE AUSTIN HOTEL	C
02	00390005	200.00	12/10/13	233404 TEXAS PUBLIC HEALTH ASSOCIATION	C
02	00390006	200.00	12/10/13	233404 TEXAS PUBLIC HEALTH ASSOCIATION	C
02	00390007	200.00	12/10/13	233404 TEXAS PUBLIC HEALTH ASSOCIATION	C
02	00390008	117.00	12/10/13	316431 TORRES, PRISCILLA	C
02	00390009	239.00	12/10/13	337 A-OK VACUUM CLEANER SALES	C
02	00390010	907.00	12/10/13	294802 AMADOR, MARIA E. RPR CSR	C
02	00390011	135.97	12/10/13	1961 ANDERSON EQUIPMENT CO INC	C
02	00390012	45,633.96	12/10/13	302465 ARGUINDEGUI OIL CO II LTD	C

Bank	Check No	Amount	Date	Vendor		Type
02	00390013	26.50	12/10/13	54755	ARGUS SECURITY SYSTEMS	C
02	00390014	394.85	12/10/13	337412	AUTOZONE	C
02	00390015	1,732.50	12/10/13	3816	BILL BUNTON AUTO SUPPLY & MACHINE INC.	C
02	00390016	5,433.00	12/10/13	4014	BOGGUS MOTOR SALES L.P.	C
02	00390017	446.98	12/10/13	4081	BORDERLAND HARDWARE OF MERCEDES, INC.	C
02	00390018	147.47	12/10/13	4537	BURTON AUTO SUPPLY, INC	C
02	00390019	216.00	12/10/13	4537	BURTON AUTO SUPPLY, INC.	C
02	00390020	346.90	12/10/13	179272	CANON FINANCIAL SERVICES INC.	C
02	00390021	1,800.92	12/10/13	153915	CDW GOVERNMENT INC.	C
02	00390022	247.00	12/10/13	343277	CITIBANK	C
02	00390023	61.47	12/10/13	6696	CITY OF PHARR	C
02	00390024	254.25	12/10/13	86525	DELTA SPECIALTIES SUPPLY	C
02	00390025	3.59	12/10/13	315354	DEPARTMENT OF INFORMATION RESOURCES	C
02	00390026	70.99	12/10/13	228389	DIRECTV	C
02	00390027	33.99	12/10/13	228389	DIRECTV	C
02	00390028	2,400.00	12/10/13	275875	EAN HOLDINGS, LLC	C
02	00390029	14.50	12/10/13	227153	SANTOY INVESTMENTS LLC	C
02	00390030	52,016.91	12/10/13	10081	EDINBURG CISD	C
02	00390031	14,091.26	12/10/13	125717	FRONTERA MATERIALS, INC.	C
02	00390032	10.40	12/10/13	321826	G & K SERVICE INC.	C
02	00390033	1,350.00	12/10/13	403172	GALLEGOS, MARIA	C
02	00390034	1,960.48	12/10/13	169242	GCR TIRE CENTER TDS	C
02	00390035	1,286.00	12/10/13	15253	GULF COAST PAPER CO.	C
02	00390036	671.86	12/10/13	242101	H & V EQUIPMENT, INC.	C
02	00390037	267.84	12/10/13	94366	HOLT TEXAS, LTD. DBA HOLT CAT	C
02	00390038	650.00	12/10/13	418307	HOTDOCS CORPORATION	C
02	00390039	66.00	12/10/13	405078	INDUSTRIAL DISTRIBUTION GROUP	C
02	00390040	43.58	12/10/13	179442	IVAN'S AUTOMOTIVE	C
02	00390041	42.50	12/10/13	253324	JOHNSTONE SUPPLY-PHARR	C
02	00390042	760.00	12/10/13	73806	WELLS FARGO BANK, N.A.	C
02	00390043	97.90	12/10/13	23493	MATT'S CASH & CARRY	C
02	00390044	17.62	12/10/13	224529	MCCOY'S BUILDING SUPPLY	C
02	00390045	1,035.20	12/10/13	218367	METRO ELECTRIC, INC.	C
02	00390046	169.65	12/10/13	24996	MISSION AUTO ELECTRIC, INC.	C
02	00390047	801.25	12/10/13	272736	MOBILE MINI I, INC.	C
02	00390048	1,084.89	12/10/13	275506	MOBILE RELAYS PARTNERS, LTD.	C
02	00390049	50.98	12/10/13	414492	MOUNTAIN GLACIER, LLC	C
02	00390050	11.00	12/10/13	414492	MOUNTAIN GLACIER, LLC	C
02	00390051	150.06	12/10/13	3166	NEUHAUS & COMPANY LTD	C
02	00390052	487.26	12/10/13	221945	O'REILLY AUTOMOTIVE STORES, INC.	C
02	00390053	1,122.96	12/10/13	139262	OIL PATCH FUEL & SUPPLY, INC.	C
02	00390054	29.00	12/10/13	315486	RADIADORES DEL VALLE	C
02	00390055	124.00	12/10/13	156876	RAM TRUCK SERVICE, INC.	C
02	00390056	5,394.74	12/10/13	399566	RICOH USA, INC.	C
02	00390057	3,891.61	12/10/13	399566	RICOH USA, INC.	C
02	00390058	2,507.27	12/10/13	283797	ROMCO EQUIPMENT CO.	C
02	00390059	664.31	12/10/13	269123	RUSH TRUCK CENTERS OF TEXAS, LP	C
02	00390060	28.47	12/10/13	304131	SAENZ HARDWARE	C
02	00390061	54.00	12/10/13	399981	SANCHEZ, ROBERT	C
02	00390062	4,690.23	12/10/13	210501	SPRINT	C
02	00390063	72.30	12/10/13	319449	STAPLES ADVANTAGE	C
02	00390064	2,070.00	12/10/13	4464	THE BUREAU OF NATIONAL AFFAIRS, INC.	C
02	00390065	26.00	12/10/13	149039	THE TEXAS SUPREME COURT JOURNAL	C
02	00390066	52.10	12/10/13	231924	TIME WARNER CABLE	C
02	00390067	325.92	12/10/13	38873	TRUCKERS EQUIPMENT INC.	C

Bank	Check No	Amount	Date	Vendor		Type
02	00390068	15,360.95	12/10/13	39853	VALLEY CALICHE PRODUCTS, INC.	C
02	00390069	949.75	12/10/13	287024	VERIZON WIRELESS	C
02	00390070	148.08	12/10/13	179337	WASTE MANAGEMENT OF TEXAS, INC.	C
02	00390071	449.36	12/10/13	78344	WEAKS MARTIN IMPLEMENT CO., INC.	C
02	00390072	.87	12/10/13	199362	ANRIGE, INC.	C
02	00390073	1,108.08	12/10/13	270113	ROY'S HAULING SERVICE, INC.	C
Total Bank No 02		**330,996.67**				
04	00015261	1,646.00	12/10/13	366307	ACT PIPE & SUPPLY, INC.	C
04	00015262	1,160.60	12/10/13	27987	PAVEMENT MARKINGS INC.	C
04	00015263	5,373.00	12/10/13	366307	ACT PIPE & SUPPLY, INC.	C
04	00015264	630.00	12/10/13	2666	ATLAS, HALL & RODRIGUEZ, L.L.P	C
04	00015265	120.00	12/10/13	2666	ATLAS, HALL & RODRIGUEZ, L.L.P	C
04	00015266	270.00	12/10/13	2666	ATLAS, HALL & RODRIGUEZ, L.L.P	C
04	00015267	3,666.12	12/10/13	2666	ATLAS, HALL & RODRIGUEZ, L.L.P	C
04	00015268	39,133.35	12/10/13	343854	DOS LOGISTICS, INC.	C
04	00015269	334,620.00	12/10/13	300306	ERO INTERNATIONAL, LLP	C
04	00015270	7,292.92	12/10/13	125717	FRONTERA MATERIALS, INC.	C
04	00015271	20,504.75	12/10/13	402419	HOLCHEMONT, LTD	C
04	00015272	302,126.18	12/10/13	94366	HOLT TEXAS, LTD. DBA HOLT CAT	C
04	00015273	133,905.00	12/10/13	280046	L & G CONSULTING ENGINEERS, INC.	C
04	00015274	111,770.95	12/10/13	280046	L & G CONSULTING ENGINEERS, INC.	C
04	00015275	55,515.00	12/10/13	280046	L & G CONSULTING ENGINEERS, INC.	C
04	00015276	8,930.80	12/10/13	280046	L & G CONSULTING ENGINEERS, INC.	C
04	00015277	400.00	12/10/13	73806	MAGIC VALLEY CONCRETE	C
04	00015278	7,548.54	12/10/13	256951	MARTIN MARIETTA MATERIALS	C
04	00015279	714.10	12/10/13	196681	MCCOY'S BUILDING SUPPLY CTR #33	C
04	00015280	27,113.76	12/10/13	229245	SIERRA TITLE OF HIDALGO COUNTY, INC.	C
04	00015281	3,070.63	12/10/13	229245	SIERRA TITLE OF HIDALGO COUNTY, INC.	C
04	00015282	24,990.63	12/10/13	229245	SIERRA TITLE OF HIDALGO COUNTY, INC.	C
04	00015283	18,616.89	12/10/13	229245	SIERRA TITLE OF HIDALGO COUNTY, INC.	C
Total Bank No 04		**1,109,119.22**				
05	00023199	6,306.75	12/10/13	388645	FORT DEARBORN LIFE INSURANCE COMPANY	C
05	00023200	323.15	12/10/13	298611	HUMANADENTAL INSURANCE CO.	C
05	00023201	2.25	12/10/13	393223	MARTINEZ, ROSABEL	C
05	00023202	46.03	12/10/13	406708	VISION SERVICE PLAN INSURANCE COMPANY	C
Total Bank No 05		**6,678.18**				
07	00005834	4,000.00	12/10/13	289485	ALAMO INSURANCE GROUP, INC.	C
07	00005835	137.81	12/10/13	179442	IVAN'S AUTOMOTIVE	C
07	00005836	28.00	12/10/13	414492	MOUNTAIN GLACIER, LLC	C
07	00005837	14,250.00	12/10/13	289493	TRISTAR RISK MANAGEMENT	C
07	00005838	604.64	12/10/13	401838	U.S. BANK NATIONAL ASSOCIATION ND	C
07	00005839	697.86	12/10/13	42129	XEROX CORPORATION	C
Total Bank No 07		**19,718.31**				
15	00028797	6,012.39	12/10/13	370029	ADVOCACY RESOURCE CENTER FOR HOUSING	C
15	00028798	13.00	12/10/13	406309	AGUEROS, AMANDA	C
15	00028799	9,391.72	12/10/13	401374	AIM MEDIA TEXAS OPERATING, LLC	C
15	00028800	163.29	12/10/13	369837	AVILA, PATRICIO R.	C
15	00028801	5,827.01	12/10/13	344257	BOYS AND GIRLS CLUB OF MISSION, INC	C
15	00028802	12,595.20	12/10/13	255521	CHILDREN'S ADVOCACY CENTER OF HIDALGO	C
15	00028803	8,811.36	12/10/13	76856	CITY OF LA JOYA	C
15	00028804	44.64	12/10/13	408735	COCA, NAPOLEON DANIEL	C
15	00028805	13.56	12/10/13	384445	DEL BOSQUE, ROJELIO JR	C
15	00028806	4,344.00	12/10/13	363286	GARZA, RENE D/B/A G & G CONTRACTORS	C

Bank	Check No	Amount	Date	Vendor	Type
15	00028807	883.24	12/10/13	211567 GE CAPITAL INFORMATION TECHNOLOGY SOLUTI	C
15	00028808	11.87	12/10/13	384704 GONZALEZ, ESTER	C
15	00028809	151.99	12/10/13	344281 GUERRA, MONICA	C
15	00028810	51,660.28	12/10/13	344834 HIDALGO COUNTY TREASURER	C
15	00028811	19,372.50	12/10/13	178462 HINOJOSA ENGINEERING, INC.	C
15	00028812	3,423.16	12/10/13	390526 LEFEVRE ENGINEERING & MANAGEMENT	C
15	00028813	54.24	12/10/13	344648 MARTINEZ, FRANCISCO M.	C
15	00028814	18.00	12/10/13	414492 MOUNTAIN GLACIER, LLC	C
15	00028815	4,470.00	12/10/13	154024 QUINTANILLA, HEADLEY AND ASSOCIATES, INC	C
15	00028816	14,977.80	12/10/13	344443 SENIOR COMMUNITY OUTREACH SERVICES, INC.	C
15	00028817	390.85	12/10/13	310654 SERNA, DIANA R	C
15	00028818	492.50	12/10/13	369756 TERRACON CONSULTANTS, INC.	C
15	00028819	198.88	12/10/13	396354 TREVINO, ERIC A.	C
15	00028820	21,813.90	12/10/13	41998 WOMEN TOGETHER FOUNDATION INC.	C
15	00028821	28,090.92	12/10/13	367834 O.G. CONSTRUCTION COMPANY, LLC	C
15	00028822	172.50	12/10/13	287024 VERIZON WIRELESS	C
Total Bank No 15		**193,398.80**			

Total Hand Checks (Including Hand Voids)	.00
Total Computer Checks (Including Computer Voids)	2,874,679.12
Total ACH Checks (Including Voids)	.00
Total Computer Voids	.00
Total Hand Voids	.00
Total ACH Voids	.00
Grand Total:	**2,874,679.12**

Batch Yr	Batch No	Amount
13	**006288**	**4,580.00**
13	**006289**	**35,780.00**
13	**006290**	**21,182.50**
13	**006291**	**19,685.00**
13	**006296**	**144,631.69**
13	**006299**	**43,644.90**
13	**006314**	**40,526.66**
13	**006315**	**77,218.02**
13	**006316**	**13,332.19**
13	**006319**	**276,771.53**
13	**006321**	**2,671.31**
13	**006322**	**24,858.15**
13	**006325**	**216,727.77**
13	**006330**	**52,398.99**
13	**006331**	**37,382.31**
13	**006337**	**213,179.24**
13	**006340**	**105,562.75**
13	**006344**	**1,193,049.54**
13	**006347**	**125,060.64**
13	**006351**	**2,806.60**
13	**006352**	**24,436.26**
13	**006366**	**300.00**
13	**006373**	**5,494.27**
13	**006376**	**165,135.38**
13	**006386**	**28,263.42**

AI-42164 **2013 Intradept. (line item)Transfers 2. A.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Ana Galvan, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Dept of Budget & Management (1100)

BACKGROUND

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 04:40 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Ana Galvan Started On: 12/06/2013 04:35 PM

Final Approval Date: 12/06/2013

INTRADEPARTMENTAL TRANSFER

DATE: December 4, 2013

DEPARTMENT HEAD: Sergio Cruz

DEPARTMENT NAME: Dept. of Budget & Management

ACCOUNT NUMBER: 3-1100-415-14-115-001-0-XXX

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental 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	631	Bottled Water	6.50
			TOTAL	6.50

REASON: Transfer is needed to pay pending invoice.

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42151 **2013 Intradept. (line item)Transfers 2. B.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Joel Espinoza 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:

Funding available as of 12/6/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 02:48 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Monica Badillo Started On: 12/06/2013 02:09 PM

Final Approval Date: 12/06/2013

DATE: Dec 6, 2013

DEPARTMENT HEAD: Judge Rodolfo Delgado

DEPARTMENT NAME: 93rd District Ct.

ACCOUNT NUMBER: 3 1100 412000 2001 0XXX

Contact Person: Joel Espinoza **Ph#:** 318-2255

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
664	other Minor Equipment	665	Minor Computer Eq.	2,300 00
664	" "	607	Household & Janitorial	200 00

AI-42116 **2013 Intradept. (line item)Transfers 2. C.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Veronica Ortiz, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - County Wide Adm.(1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-115-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12-06-2013.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/05/2013 01:48 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Veronica Ortiz Started On: 12/05/2013 11:06 AM

Final Approval Date: 12/06/2013

DATE: December 5, 2013

2013
Transfer

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Department of Budget and Management - County Wide

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

Contact Person: Pete Lobato **Ph#:** (956) 318-2260

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
899	Contingency	311	Mgmt Consulting Services	$27,540.00
			TOTAL	**$27,540.00**

REASON:
To pay for the following Invoices for consulting services provided by Godinez Comminications for the Drainage Advisory Committee meetings and bond referendum outreach projects: HC-DD-001, HC-DD-002, HC-DD-003, HC-DD-004, HC-DD-005, HC-DD-006, HC-DD-007, HC-DD-008, HC-DD-009, HC-DD-010, HC-DD-11.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-42086 **2013 Intradept. (line item)Transfers 2. D.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Kimberly Echavarria, J.P. 3, 1

Department: J.P. 3, 1

Information

CAPTION

2013 - JP Pct. 3 Pl. 1 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 3-1100-412-00-065-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/6/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 04:19 PM
Purchasing Department	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Kimberly Echavarria Started On: 12/04/2013 03:36 PM

Final Approval Date: 12/06/2013

2013 Line Item Transfer(s)
Justice of the Peace Pct. 3 Pl. 1

Honorable Commissioners' Court of Hidalgo County:

I submit to you for your consideration the following line-item transfer(s) in accordance with Local Government Code, Chapter 111,

FROM										TO									
ACCOUNT NUMBER								ACCOUNT NAME		ACCOUNT NUMBER								ACCOUNT NAME	AMOUNT
3	1100	412	00	065	001	0	583	Travel Out of County	->	3	1100	412	00	065	001	0	601	Office Supplies	$ 1,139.63
3	1100	412	00	065	001	0	810	Dues & Memberships	->	3	1100	412	00	065	001	0	661	Minor Office Furn	$ 95.00
3	1100	412	00	065	001	0	584	Registration Fees	->	3	1100	412	00	065	001	0	661	Minor Office Furn	$ 50.00
3	1100	412	00	065	001	0	583	Travel Out of County	->	3	1100	412	00	065	001	0	661	Minor Office Furn	$ 130.16
3	1100	412	00	065	001	0	550	Printing & Binding	->	3	1100	412	00	065	001	0	442	Equip & Veh Rental	$ 20.00
3	1100	412	00	065	001	0	550	Printing & Binding	->	3	1100	412	00	065	001	0	601	Office Supplies	$ 216.35
3	1100	412	00	065	001	0	535	Postage	->	3	1100	412	00	065	001	0	601	Office Supplies	$ 30.00
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									->										
																			$ 1,681.14

REASON: **The requested amount is to cover expenses to complete FY 2013.**

Luis J. Garza
DEPARTMENT HEAD

12/4/2013

APPROVED COMMISSIONERS' COURT | DATE | ATTEST COUNTY CLERK

AI-42030 **2013 Intradept. (line item)Transfers 2. E.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Pablo (Paul) Villarreal Jr.

Submitted By: Mary Garcia, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

2013 - Tax Office (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funding available as of 12/6/13.

Attachments

4th revision

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 02:46 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Mary Garcia Started On: 12/02/2013 10:32 AM

Final Approval Date: 12/06/2013

DATE: December 5, 2013

DEPARTMENT HEAD: Pablo (Paul) Villarreal Jr.

DEPARTMENT NAME: Hidalgo County Tax Office

ACCOUNT NUMBER: 3-1100-415-15-140-001-0-xxx

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

Honorable Commissioners' Court of Hidalgo County:
20..
accordance with Local Government Code, Chapter 111, Subchapter C Section 111.070, Subsection C.

FROM OBJECT CODE	OBJECT NAME	**TO** OBJECT CODE	OBJECT NAME	AMOUNT
432	EQUIP & VEH R&M SRV	601	COMPUTER SUPPLIES	$400.00
442	EQUIP & VEH RENTALS	601	COMPUTER SUPPLIES	$586.00
583	TRAVEL OUT OF COUNTY	601	COMPUTER SUPPLIES	$61.34
584	REGISTRATION FEES	601	COMPUTER SUPPLIES	$80.00
631	BOTTLED WATER	601	COMPUTER SUPPLIES	$500.00
780	CAPITAL LEASES	664	OTHER MINOR EQUIPMENT	$5,186.43
540	ADVERTISING	664	OTHER MINOR EQUIPMENT	$598.00
540	ADVERTISING	601	COMPUTER SUPPLIES	$502.00
432	EQUIP & VEH R&M SRV	626	GASOLINE/DIESEL	$900.00
540	ADVERTISING	661	MINOR OFF FURN & EQUIP	$1,000.00
432	EQUIP & VEH R&M SRV	664	OTHER MINOR EQUIPMENT	$100.00
				$9,913.77

REASON: **Line item needed to cover expenditure expenses in order to operate county office.**

.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

AI-42133 **2013 Intradept. (line item)Transfers 2. F.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. #1 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-121-013-0-xxx

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

BUDGETARY IMPACT:

Funds available $19,257.57 as of 12/6/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/05/2013 04:57 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Katia Garcia Started On: 12/05/2013 04:01 PM

Final Approval Date: 12/06/2013

DATE: December 5, 2013

2013
Transfer

AI-42133

DEPARTMENT HEAD: Commissioner A.C. Cuellar, Jr.

DEPARTMENT NAME: Hidalgo County Precinct No. 1
Parks

ACCOUNT NUMBER: 3-1100-452-00-121-013-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 968-8733 Ext. 1022

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
431	BLDG & OTHR STRUC R&M SRV	423	CUSTODIAL	$210.00
			TOTAL	$210.00

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-41934 **2013 Intradept. (line item)Transfers 2. G.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Katia Garcia, COMM. PCT. #1

Department: COMM. PCT. #1

Information

CAPTION

2013 - Pct. #1 R&B (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-121-005-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/22/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/21/2013 04:54 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Katia Garcia Started On: 11/21/2013 03:05 PM

Final Approval Date: 12/06/2013

DATE: November 27, 2013

2013
Transfer

AI-41934

DEPARTMENT HEAD: Commissioner A.C. Cuellar, Jr.

DEPARTMENT NAME: Hidalgo County Precinct No. 1 Rd. Maintenance

ACCOUNT NUMBER: 3-1200-431-00-121-005-0-XXX

Contact Person: Katia Garcia **Ph#:** (956) 968-8733 Ext. 1022

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
432	EQUIP & VEH R&M SRV	673	R&B R&M SUPPLIES	$2,803.61
442	EQUIP & VEHICLE RENTALS	673	R&B R&M SUPPLIES	$805.01
540	ADVERTISING	673	R&B R&M SUPPLIES	$500.00
601	OFFICE & COMPUTER SUPPLIES	673	R&B R&M SUPPLIES	$244.52
604	MEDICAL & LAB SUPPL	673	R&B R&M SUPPLIES	$577.20
607	HSEHLD & JANITORIAL SUPPL	673	R&B R&M SUPPLIES	$210.12
609	AGRI & LANDSCAPING SUPPLIES	673	R&B R&M SUPPLIES	1,295.00
613	SAFETY SUPPLIES	673	R&B R&M SUPPLIES	5,000.00
665	MINOR COMPUTER EQUIPMENT	673	R&B R&M SUPPLIES	500.00
667	MINOR SOFTWARE	673	R&B R&M SUPPLIES	533.00
671	BLDG & OTHR STRUC R&M SUPP	673	R&B R&M SUPPLIES	1,500.00
679	OTHER R&M SUPPLIES	673	R&B R&M SUPPLIES	1,500.00
748	OTHER EQUIPMENT	673	R&B R&M SUPPLIES	110.00
672	EQUIP & VEH R&M SUPPLIES	673	R&B R&M SUPPLIES	20,000.00
672	EQUIP & VEH R&M SUPPLIES	664	OTHER MINOR EQUIPMENT	4,000.00
605	CLOTHING & UNIFORMS	423	CUSTODIAL	850.00
			TOTAL	**$40,428.46**

REASON:
Transfer needed to cover anticipated expenditures.

DEPARTMENT HEAD SIGNATURE **DATE**

APPROVED COMMISSIONERS' COURT **ATTEST COUNTY CLERK**

AI-42130 **2013 Intradept. (line item)Transfers 2. H.**

CC CONSENT

Meeting Date: 12/10/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. #2 CRC (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-466-00-122-082-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/06/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/05/2013 04:10 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Angela Garcia Started On: 12/05/2013 03:53 PM

Final Approval Date: 12/06/2013

INTRADEPARTMENTAL TRANSFER

DATE: December 9, 2013

DEPARTMENT HEAD: Comm. H. Palacios

DEPARTMENT NAME: Pct. 2 CRC Alamo

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
431	BLDG. & OTHER STRUCTURE R&M SERV.	607	HOUSEHOLD & JAN. SUPPLIES	$250.00
431	BLDG. & OTHER STRUCTURE R&M SERV.	601	OFFICE & COMP. SUPPLIES	$300.00
			TOTAL	$550.00

REASON: PURCHASE JANITORIAL SUPPLIES AND TONER

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42000 **2013 Intradept. (line item)Transfers 2. I.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Raul Silguero Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. #2 Parks (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-452-00-122-008-0-xxx

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

BUDGETARY IMPACT:

Funding available as of 11/27/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/27/2013 09:28 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Carlos Jasso Started On: 11/26/2013 03:25 PM

Final Approval Date: 12/06/2013

DATE: November 26, 2013

DEPARTMENT HEAD: Raul Silguero, Chief Administrator

DEPARTMENT NAME: Hidalgo County Precinct No. 2 Parks

ACCOUNT NUMBER: 3-1100-452-00-122-008-0-XXX

Contact Person: Carlos Jasso, Accountant III **Ph#:** (956) 292-7000 ext. 2006

2013
Intradepartmental Transfer

AI 42000

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
899	Contingency	619	Other Misc Supplies	4,000.00
899	Contingency	411	Water/Sewerage	2,500.00
899	Contingency	531	Telephone	50.00
			TOTAL	6,550.00

REASON:
To purchase tables and chairs for the Palmer Pavilion and to cover water/sewerage and phone expenses.

DEPARTMENT HEAD SIGNATURE

DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42049 **2013 Intradept. (line item)Transfers 2. J.**

CC CONSENT

Meeting Date: 12/10/2013

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

Department: COMM. PCT. #2

Information

CAPTION

2013 - Pct. #2 CW Mechanic Shop (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-122-004-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/04/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/03/2013 04:26 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Angela Garcia Started On: 12/03/2013 02:10 PM

Final Approval Date: 12/06/2013

INTRADEPARTMENTAL TRANSFER

DATE: December 9, 2013

DEPARTMENT HEAD: Comm. H. Palacios

DEPARTMENT NAME: CW MECH. SHOP

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

SUBJECT: Intradepartmental Transfer

Honorable Commissioners' Court of Hidalgo County:

I submit for your consideration the following Intradepartmental Transfer/s in accordance with Local Government Code, Chapter 111, Subchapter C.

FROM		TO		
OBJECT CODE	OBJECT NAME	OBJECT CODE	OBJECT NAME	
890	OTHER	661	MINOR OFFICE FURN. & EQUIP.	$500.00
			TOTAL	$500.00

REASON: PAY OUTSTANDING INVOICE FOR SCANNER

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-41937 **2013 Intradept. (line item)Transfers 2. K.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Pct 3 BCAP (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-123-019-0-117

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

BUDGETARY IMPACT:

See salary analysis worksheet for funding source and availability of funds. Funds available as of 12/6/2013.

Attachments

analysis

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/22/2013 01:38 PM
Budget & Management	Obdett Calzada	11/22/2013 01:38 PM
Obdett Calzada	Obdett Calzada	12/06/2013 10:01 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Rosie Cantu Started On: 11/21/2013 04:44 PM

Final Approval Date: 12/06/2013

PCT3 BCAP-
Salaries Analysis Worksheet

11/21/2013

Acct No 3-1200-431-00-123-019-0-XXX

BASED ON ACTUAL EXPENDITURES

Object Code	Acct. Description	Payroll Amount per Pay Period	PP Remaining	Remaining Estimated Salaries per Year	Available Balance	Total Available
113	Regular F/Time	662.70	4.2	2,783.34	3,481.13	**697.79**
115	Longevity	9.16	2.8	25.65	36.82	**11.17**
117	Supplemental Pay	121.81	4.2	511.60	2,359.91	**1,848.31**
211	Health Ins.	60.35	2.0	120.70	(45.36)	**(166.06)**
212	Life Ins.	0.80	1.0	0.80	0.77	**(0.03)**
220	FICA	65.27	4.2	274.13	156.71	**(117.42)**
230	Retirement	78.82	4.2	331.04	167.75	**(163.29)**
250	Unemployment	4.11	4.2	17.26	(4.88)	**(22.14)**
260	Workers Comp	0.42	4.2	1.76	52.57	**50.81**
	TOTAL	**1,003.44**	**-**	**4,066.29**	**6,205.42**	**2,139.13**

INTRADEPARTMENTAL TRANSFER REQUEST

DATE: November 21, 2013

2013
Transfer

DEPARTMENT HEAD: SERGIO CRU, BUDGET OFFICER

DEPARTMENT NAME: BUDGET & MANAGEMENT FOR PCT 3

ACCOUNT NUMBER: 3-1200-431-00-123-019-0-XXX BCAP

SUBJECT: **Intradepartmental transfer(s)**

Contact: ROSALINDA CANTU
Ph#: 292-7025 EXT 5408

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
117	Supplemental Pay	211	Health Ins.	$ 166.06
117	Supplemental Pay	212	Life Ins.	$ 0.03
117	Supplemental Pay	220	FICA	$ 117.42
117	Supplemental Pay	230	Retirement	$ 163.29
117	Supplemental Pay	250	Unemployment Comp.	$ 22.14
			TOTAL	**$ 468.94**

REASON: TRANSFER NEEDED TO COVER FRINGE BENEFIT EXPENDITURES FOR YEAR END.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

Form DBM-201

AI-42023 **2013 Intradept. (line item)Transfers 2. L.**

CC CONSENT

Meeting Date: 12/10/2013

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

Department: COMM. PCT. #3

Information

CAPTION

2013 - Pct.#3 Sanitation (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 12/3/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/02/2013 02:05 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Norma Ceballos Started On: 11/27/2013 12:08 PM

Final Approval Date: 12/06/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: November 27, 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	672	Pct #3 Sanitation - Equip. & Veh. R&M Supplies	$ 10,000.00
			TOTAL	**$ 10,000.00**

REASON: Expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42143 **2013 Intradept. (line item)Transfers 2. M.**

CC CONSENT

Meeting Date: 12/10/2013

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

Department: COMM. PCT. #3

Information

CAPTION

2013 - Pct #3 Rd. Maint. (1200)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1200-431-00-123-005-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/6/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 10:16 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Norma Ceballos Started On: 12/06/2013 09:29 AM

Final Approval Date: 12/06/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: 12/05/13

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

DEPARTMENT NAME: Hidalgo County Precinct #3

ACCOUNT NUMBER: 3-1200-431-00-123-005-0-XXX

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
890	Pct3 Rd. Maint-Other	672	Pct3 Rd. Maint-Equip & Veh R&M R&M Supplies	$ 10,000.00
890	Pct3 Rd. Maint-Other	626	Pct3 Rd. Maint-Gasoline/Diesel	$ 5,000.00
742	Pct3 Rd. Maint-Heavy Equip	626	Pct3 Rd. Maint-Gasoline/Diesel	$ 15,220.00
			TOTAL	**$ 30,220.00**

REASON: Expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-41987 **2013 Intradept. (line item)Transfers 2. N.**

CC CONSENT

Meeting Date: 12/10/2013

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

Department: COMM. PCT. #3

Information

CAPTION

2013 - Pct. #3 Sanitation (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 11/16/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/26/2013 10:50 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Norma Ceballos Started On: 11/26/2013 08:43 AM

Final Approval Date: 12/06/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: November 26, 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	664	Pct #3 Sanitation - Other Minor Equip.	$ 500.00
421	Pct #3 Sanitation- Disposal	679	Pct #3 Sanitation - Other R&M Supplies	$ 1,000.00
			TOTAL	**$ 1,500.00**

REASON: Expected expenses

DEPARTMENT HEAD SIGNATURE

CC DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42134 **2013 Intradept. (line item)Transfers 2. O.**

CC CONSENT

Meeting Date: 12/10/2013

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

Department: COMM. PCT. #4

Information

CAPTION

2013 - Pct. #4 Road Maintenance (1200)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 12/06/13.

731 --> 672 $5,000.00
731 --> 679 $3,000.00
432 --> 661 $610.29
432 --> 609 $1, 560.00
432 --> 550 $100.00

Attachments

Rd Maint LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 03:11 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Veronica Lopez Started On: 12/05/2013 04:06 PM

Final Approval Date: 12/06/2013

DATE: December 9, 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- 42134

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
731	Pct4 Rd Maint- Roads	672	Pct4 Rd Maint- Equip & Veh R&M Supplies	$5,000.00
731	Pct4 Rd Maint- Roads	679	Pct4 Rd Maint- Other R&M Supplies	$3,000.00
432	Pct4 Rd Maint- Equip & Veh R&M Srv	661	Pct4 Rd Maint- Minor Office Furn & Equip	$610.29
432	Pct4 Rd Maint- Equip & Veh R&M Srv	609	Pct4 Rd Maint- Agri & Landscaping Suppl	$1,560.00
432	Pct4 Rd Maint- Equip & Veh R&M Srv	550	Pct4 Rd Maint- Printing & Binding	$100.00
			TOTAL	**$10,270.29**

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

DEPARTMENT HEAD SIGNATURE

/ /
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42124 **2013 Intradept. (line item)Transfers 2. P.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 3-1284-421-00-280-037-4-xxx

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

BUDGETARY IMPACT:

Funds are available as of 12/6/13.

No local match required.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/05/2013 03:34 PM
Budget & Management	Debbie Tamez	12/06/2013 03:41 PM
Purchasing Department	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/05/2013

Final Approval Date: 12/06/2013

DATE: December 5, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Organized Crime Drug Enforcement Task Force (OCDETF)

ACCOUNT NUMBER: 3-1284-421-00-280-037-4-XXX

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.:

FROM		TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1284-421-00-280-037-4-	442 - Equipment and Vehicle Rentals	3-1284-421-00-280-037-4-	890 - Other	2,700.00
				$2,700.00

REASON: To cover insurance for leased vehicle under the OCDETF grant.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

AI-42076 **2013 Intradept. (line item)Transfers 2. Q.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Myra Montoya,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Hidalgo County Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 12/5/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/04/2013 02:15 PM
Budget & Management	Debbie Tamez	12/04/2013 02:39 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Myra Montoya Started On: 12/04/2013 02:08 PM

Final Approval Date: 12/06/2013

DATE: 12/9/2013

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 3-1100-421-00-280-001-0-

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.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-421-00-280-001-0-	665-MINOR COMPUTER EQUIPMENT	→	3-1100-421-00-280-001-0-	412- CABLE	$ 130.00
3-1100-421-00-280-001-0-	665-MINOR COMPUTER EQUIPMENT	→	3-1100-421-00-280-001-0-	584- REGISTRATION FEES	$ 600.00
3-1100-421-00-280-001-0-	336-COMPUTER SERVICES	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 2,005.82
3-1100-421-00-280-001-0-	529-SURETY AND NOTARY BONDS	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 329.50
3-1100-421-00-280-001-0-	534-INTERNET SERVICES	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 4,976.00
3-1100-421-00-280-001-0-	550-PRINTING AND BINDING	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 7,542.58
3-1100-421-00-280-001-0-	560-MICROFILM AND FILM DEVELOPMENT	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 1,000.00
3-1100-421-00-280-001-0-	603-EDUCATIONAL/INSTRUCTIONAL SUPPLIES	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 1.39
3-1100-421-00-280-001-0-	611-POLICE SUPPLIES	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 6,429.78
3-1100-421-00-280-001-0-	619-OTHER MISC. SUPPLIES	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 1,240.45
3-1100-421-00-280-001-0-	665-MINOR COMPUTER EQUIPMENT	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 1,575.00
3-1100-421-00-280-001-0-	668-POLICE WEAPONS AND BULLETPROOF VESTS	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 10,900.88
3-1100-421-00-280-001-0-	739-OTHER STRUCTURES	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 2,910.00
3-1100-421-00-280-001-0-	745-COMPUTER EQUIPMENT	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 1,706.32
3-1100-421-00-280-001-0-	747-SOFTWARE	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 2,230.00
3-1100-421-00-280-001-0-	748-OTHER EQUIPMENT	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 1,156.10
3-1100-421-00-280-001-0-	810-DUES AND MEMBERSHIPS	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 860.00
3-1100-421-00-280-001-0-	811-LICENSES AND PERMITS	→	3-1100-421-00-280-001-0-	626- GASOLINE / DIESEL	$ 590.00
			T O T A L		**$46,183.82**

REASON: TRANSFER IS BEING REQUESTED TO COVER DEFICIT IN CABLE, REGISTRATION FEES AND FUEL.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

COUNTY AUDITOR'S FORM: ARS-CA-017

AI-41994 **2013 Intradept. (line item)Transfers 2. R.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Myra Montoya,
SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Hidalgo County Sheriff's Office (1100)

BACKGROUND

Fiscal Impact

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

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

BUDGETARY IMPACT:

Funds available as of 12/3/13.

Attachments

LIT 12-10-13

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	11/26/2013 11:18 AM
Budget & Management	Debbie Tamez	12/02/2013 01:54 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Myra Montoya Started On: 11/26/2013 11:15 AM

Final Approval Date: 12/06/2013

DATE: 11/26/2013

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 3-1100-421-00-280-001-0-

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.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT) NAME	AMOUNT
3-1100-421-00-280-001-0-	339-OTHER PROFESSIONAL SERVICES	→	3-1100-421-00-280-001-0-	441-RENTAL OF LAND & BUILDINGS	$ 100.00
TOTAL					$100.00

REASON: TRANSFER IS BEING REQUESTED TO COVER DEFICIT IN ACCOUNT.

Emilia Vargas

DEPARTMENT HEAD SIGNATURE

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

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

AI-42045 **2013 Intradept. (line item)Transfers 2. S.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Virginia Rodriguez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Jail (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/6/13.

Attachments

LIT

POLICY

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/03/2013 11:56 AM
Budget & Management	Debbie Tamez	12/04/2013 02:31 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Virginia Rodriguez Started On: 12/03/2013 11:00 AM

Final Approval Date: 12/06/2013

DATE: 12/6/2013

DEPARTMENT HEAD: SHERIFF GUADALUPE "LUPE" TREVINO

DEPARTMENT NAME: SHERIFF'S OFFICE

ACCOUNT NUMBER: 3-1100-423-21-280-002-0-

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.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT	ACCOUNT (OBJECT)	AMOUNT
3-1100-423-21-280-002-0-	336-COMPUTER SERVICES	➔	3-1100-423-21-280-002-0-	605-CLOTHING & UNIFORMS	$28.42
3-1100-423-21-280-002-0-	343-LAUNDRY & DRY CLEANING		3-1100-423-21-280-002-0-	605-CLOTHING & UNIFORMS	$1,988.86
3-1100-423-21-280-002-0-	346-HAULING & FREIGHT SERVICES		3-1100-423-21-280-002-0-	605-CLOTHING & UNIFORMS	$500.00
3-1100-423-21-280-002-0-	439-R&M SERVICE-OTHER		3-1100-423-21-280-002-0-	605-CLOTHING & UNIFORMS	$48.00
3-1100-423-21-280-002-0-	613-SAFETY SUPPLIES		3-1100-423-21-280-002-0-	605-CLOTHING & UNIFORMS	$330.41
3-1100-423-21-280-002-0-	640-REFERENCE MATERIAL		3-1100-423-21-280-002-0-	605-CLOTHING & UNIFORMS	$500.00
3-1100-423-21-280-002-0-	661-OFFICE FURNITURE & EQUIP.		3-1100-423-21-280-002-0-	605-CLOTHING & UNIFORMS	$87.16
3-1100-423-21-280-002-0-	664-OTHER MINOR EQUIPMENT		3-1100-423-21-280-002-0-	605-CLOTHING & UNIFORMS	$300.00
3-1100-423-21-280-002-0-	664-OTHER MINOR EQUIPMENT		3-1100-423-21-280-002-0-	550-PRINTING & BINDGING	$200.00
3-1100-423-21-280-002-0-	664-OTHER MINOR EQUIPMENT		3-1100-423-21-280-002-0-	607-HOUSEHOLD & JANITORIAL SUPPLIES	$2,401.80
3-1100-423-21-280-002-0-	679-R&M SUPPLIES-OTHER		3-1100-423-21-280-002-0-	607-HOUSEHOLD & JANITORIAL SUPPLIES	$3,100.51
3-1100-423-21-280-002-0-	745-COMPUTER EQUIPMENT		3-1100-423-21-280-002-0-	607-HOUSEHOLD & JANITORIAL SUPPLIES	$4,611.75
3-1100-423-21-280-002-0-	748-OTHER EQUIPMENT		3-1100-423-21-280-002-0-	607-HOUSEHOLD & JANITORIAL SUPPLIES	$1,264.10
			T O T A L		**$15,361.01**

REASON:

TRANSFER IS BEING REQUESTED TO COVER EXPENDITURES FOR REMAINDER OF FISCAL YEAR.

_____

DEPARTMENT HEAD SIGNATURE

_____ _____/_____/_____ _____

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

COUNTY AUDITOR'S FORM: ARS-CA-017
REVISED: 02/11/2003

4.10 UNIFORMS, UNIFORM ACCESSORIES

Effective Date: 1-1-2007

4.10.01 Proper Uniform Prescribed

All uniformed members of the HCSO will wear when on duty only such Uniform and insignia as prescribed herein and uniformed female employees are authorized to carry handbags. The commanding officer may, however, grant permission to work in other clothes on special occasions. Commissioned law enforcement officers shall comply with the special provisions pertaining to the wearing of the HCSO uniform while performing other employment.

4.10.02 Application to Employees Other Than Uniformed Officers

The provisions of this manual relative to the wearing of uniforms also apply to uniformed employees other than officers that the HCSO may designate, except for provisions that by their very nature have no meaningful application for example: wearing of side arms.

4.10.03 Improper Uniform Wear Prohibited

Any employee of the HCSO will not attend a political meeting or other public gathering or place of amusement in uniform, except in line of duty and when specifically assigned by a commanding officer.

4.10.04 Unauthorized Wearing of Insignia

The official insignia of the HCSO may not be worn by any non employee. Any employee of the HCSO having knowledge of such infractions should report same through the chain of command to the HCSO.

4.10.05 Uniform Use Forbidden During Suspension

Employees of the HCSO will not wear their uniforms or use any of the HCSO equipment furnished them while under suspension.

410.06 Types of Uniforms Authorized

1. Summer Uniforms. Uniform items designated as summer uniform consist of the short sleeve open collar shirt, straw hat, trousers, authorized leather goods, and handgun.

2. Winter Uniforms. Uniform items designated as winter uniforms consist of long sleeve shirt with tie, hat, (jacket optional), trousers, authorized leather goods, and handgun.

4.10.07 Wearing of Uniform

Summer or winter uniforms may be worn during all seasons at the discretion of the employee, except for special occasions when a specific uniform is designated by the Sheriff.

4.10.08 Wearing Mixed Uniform

Occasions such as riots, floods, and other situations may make it desirable to wear a mixed uniform. This will be at the direction of the Sheriff and he will specify the type of items to be worn or omitted. Uniformity will be followed as near as is practicable. At all other times, no part of the issued uniform (except badge and issued side arms) will be worn with civilian clothes. When the side arm is worn with civilian clothes, it shall be worn under a coat or jacket. Commissioned law enforcement employees performing other employment who wear a visible HCSO side arm and a visible HCSO badge or insignia will wear an HCSO uniform. Uniformed employees who have been issued short sleeve summer shirts with collar buttons may wear the uniform jacket with the short sleeve shirt provided a tie is worn. Once the tie is removed, the jacket should also be removed.

4.10.09 Appearance In Uniform

When the uniform is worn, the wearer shall maintain a neat, tidy appearance at all times, avoiding soiled or wrinkled uniforms. Shoes and leather goods will be polished or cleaned and metal uniform accessories will be cleaned and shined. Badges, nameplates, and other metal accessories will be replaced when they become disfigured or excessive wear is apparent. Any makeup used will be applied in such a manner as to eliminate gaudiness.

Uniformed employees' hair will be neatly maintained in such a manner that issue- type headgear of a size commensurate with the head size can be worn. This includes the wearing of the riot helmet. The compliance acceptability of the hairstyle will be judged solely by the criteria described below and acceptable and unacceptable hair styles.

1. Uniformed Male Employees

   a. The hair must be clean, well-groomed, and neat. It must not contain an apparent excessive amount of grease, creams, oils, gels, and/or hair spray.

b. Hair will be groomed so that the outline of the entire ear will be visible.

c. The thickness and/or bulk on the side of the head above the ear will not exceed 1/2 inch.

d. The hair on top of the head will present a groomed appearance.

e. The hair in the back will not touch the collar except the closely cut hair on the back of the neck.

f. Hair on the back of the head in either block or conventional style will present a tapered appearance. The thickness of the hair at the back hairline will not exceed ¼ inch. The thickness and/or bulk of the hair at the base of the skull shall not exceed 1/2 inch.

g. Hair in front will be groomed so that it does not fall below the eyebrows and will not protrude below the band of properly worn headgear.

h. The wearing of a wig or hairpiece by HCSO employees while in uniform or on duty is prohibited except to cover natural baldness, physical disfiguration caused by accident, or medical procedure. When worn, it will conform to the standard haircut criteria as stated.

i. Hair will not be worn in braids, ducktail, pageboy, flips, Mohawk, cornrows, punk rock, or any bulky style.

j. If an individual chooses to wear sideburns, they will be neatly trimmed and tapered in the same manner as his haircut. Sideburns will not extend below the lowest part of the exterior ear opening. Will be of even width (not flared), and will end with a dean-shaven horizontal line.

k. Hair will not be dyed or streaked an abnormal color.

l. No extreme or abnormal hairstyles within these guidelines will be permitted.

m. The face will be clean-shaven. Mustache will be kept properly trim.

2. Uniformed Female Employees

a. The hair must be clean, well groomed, and neat. It must not contain an apparent excessive amount of grease, creams, oils, gels, and/or spray,

b. The hair in front will be groomed so that it does not fall below the eyebrows and will not protrude below the band of properly worn headgear.

c. The hair will not extend in length, on back and sides, below the bottom of the collar.

d. Hair that is worn up must be styled in such a manner as to prevent any loose hair.

e. Hair will not be worn in braids, ducktail, cornrows, pigtails, dog-ears, ponytails, and/or punk rock type hair styles (provided that a braided bun is permissible).

f. Ornamentations or ribbons are not permissible, except plain, inconspicuous pins similar in color to the individual's hair may be worn.

g. Hair will not be dyed or streaked an abnormal color.

h. If a wig or wiglet is worn it must conform to the same standards required for natural hair. It should be of good quality and proper fit,

i. No extreme or abnormal hairstyles within these guidelines will be permitted.

4.10.10 HEADGEAR

Only HCSO uniform issued headgear will be worn

Wearing the Hat

Employees in uniform will not be required to wear headgear inside buildings or automobiles. Unless a uniformed employee is conducting official business with the public, the wearing of headgear in the parking lots or grounds of the HCSO the wearing of the hat will be optional. Employees will wear proper uniform headgear when outside unless extenuating circumstances exist that make the wearing of the hat impractical. Hat protectors must be worn during inclement weather.

1. The western-style hat will be worn well balanced on the forehead and aft and sideways.

2. Wearing of the western-style hat is optional while performing other employment; however, no alternate headgear will be worn in lieu of the western-style hat.

3. Riot Helmets. When assigned to riot duty, issue-type riot helmets will be worn.

4. Rain Hats. Only issue-type rain hats covers will be worn.

4.10.11 SHIRTS, TROUSERS, AND JACKETS

1. Uniform Shirt, Long Sleeve and Short Sleeve. Only an issue shirt will be worn. The shirt collar will be closed on the long sleeve shirt and the tie worn in proper position. No visible appliances such as collar pins, wires, or clasps will be worn.

2. The short sleeve shirt will be worn without a tie. unless it is designed to be worn with a tie as described in the wearing of mixed uniforms, No visible undershirt will be worn with short sleeve, open collar shirt. Sergeant chevrons will be worn below the shoulder patches in the same manner as on the long sleeve shirt. There will be one service shoulder patch on each sleeve of the uniform shirt. The same instructions that apply to the long sleeve shirt will apply lo the short sleeve shirt in regard to the shoulder patch location. Shirt sleeves will not be rolled or folded. Supervisors are authorized to permit wearing of long sleeve shirts and ties in summer when a situation, condition, or occasion calls for it (formal occasion, health reasons, etc.).

a. The two pocket flaps and the two epaulets will be buttoned. Flat, disfigured buttons will not be worn. Bulky articles will not be carried in shirt pockets. Pencils, pens, police whistles, or other accessories will not be worn in a visible position, except that the clasp of a pen or pencil may show over the pocket flap. Sharp instruments such as long pencils which may punch holes in the bottom of the shirt pocket will not be worn.

3. Trousers: Only issue trousers will be worn with the uniform. The waist shall fit snugly against the body to prevent bulges and discomfort. The seat of the trousers shall not be allowed to droop or form a horizontal roll. The ends of the trouser legs shall be worn without cuffs and shall extend at least below the tops of low-quarter shoes, but shall not extend lower than the juncture of the heel sole and the upper of the shoe. Pocket flaps shall be buttoned.

4. Uniform Jacket. Uniform jackets are provided for winter wear and, when issued, unapproved outer garments will not be worn with the uniform. This regulation is not intended to prevent the use of heavier outer garments of issue-type during severe weather.

5. Outer Coats

Rain-gear. Issue-type rain gear should be worn when weather conditions require it; however, personnel are permitted to wear transparent or clear, non-colored plastic rain gear.

4.10.12 LEATHER GOODS

1. Footwear. Only plain, smooth grain leather (or clarino type), black footwear shall be worn with the uniform. Approved uniform footwear for routine duty assignments shall consist of shoes, Wellington type boots, and western boots (both lacer and pull on types). Boots shall have smooth tops without fancy stitching and may not have tassels or other accoutrements. All uniform footwear will have walking heels not over one and one- half (1-1/2) inch«« (3.81 cm) in height. All footwear shall be equipped with rubber heels. Soles may not have lugs or cleats. Black rubbers boots may be worn with the uniform during inclement weather. The toe of the uniform footwear shall be plain, rounded toe without stitching except around the sole with the following exceptions.

The following types of alternate footwear are approved for wear during special duty assignments, but not approved to be worn with the uniform on routine duty: military style combat boots. Gortcx style hiking boots, and soft-sole umpire style shoes. Alternate approved footwear will be plain, black, smooth (leather appearance), and rounded toe without stitching except a round sole. Special assignments include riot duty, training, road blocks. and other special assignments as approved by the Sheriff.

2. Gear belts shall be worn in a position over and concealing the trouser belt at all times. The buckle shall be centered in front and the end of the belt shall be kept in place with the attached keeper. The four issued keepers shall be worn to maintain the belt in proper position. Two keepers shall be worn about four inches apart near the middle of the back, one on each side of the spinal column. The other two keepers may be placed where they will best support the gun, hide the trouser belt, and provide the most comfort.

3. The gun holster shall be centered over the stripe on the trouser leg and shall not be worn over the buttocks. The set screws on the issue holster shall be tightened sufficiently to keep the holster in proper position. The safety snap on the holster shall be snapped except when circumstances dictate other- wise.

4. Magazine Holder. The issue magazine holder should be worn in a position that is tactically sound for the individual officer and shall be fully loaded at all times.

5. Handcuff Cases. Handcuffs will be worn on the belt encased in a black case and worn above or directly behind the trouser stripe on the opposite side of the holster.

6. Gloves. Only black leather gloves shall be worn with the uniform.

4.10.13 ACCESSORIES WORN WITH THE UNIFORM

1. Tie. A regulation issue, four-in-hand-type choke-proof necktie shall be worn by uniformed employees. The tie shall be worn so that it fits up snugly between the collar points. Both ends of the tie shall be worn outside the shirt.

4.10.14 BADGES AND INSIGNIA OF RANK

Only the official issue badge shall be worn. The badge shall be worn over the left shirt pocket, pinned to the reinforced patch provided. The badge shall not be worn on the uniform Jacket or heavy winter coat. During a period of mourning, and while attending the funeral of a HCSO employee or any other peace officer, uniformed members of the HCSO may wear a strip of black tape or Department issue "In Memory Or badge cover horizontally across the face of their badge (as shown in Figure 7).

Insignia of Rank Rank insignia shall consist of the following:

Sheriff	**Gold Single Stars**
Chief Deputy	**Colonel Insignias**
Commander	**Gold Oak Leaf Insignias**
Captain	**Gold Double Bars**
Lieutenant	**Gold Single Bar**
Sergeant	**Gold Sergeant Stripes**

Name Plates:

Name plates of the metal type are to be used. These are to be of the same type that D.P.S. uses. Non-ranking members of the HCSO shall wear a name plate that is silver in color. Ranking employee shall wear name plates that are gold in color similar to their rank. All HCSO employees when in full uniformed will wear a name plate. The name plate, when worn without ribbons, will be placed 1/8 inch above the right breast pocket and centered. When the nameplate is worn with ribbons, it shall be placed 1/8 inch below the top of the right breast pocket seem.

4.10.15 PATCHES, EMBLEMS AND AWARDS, AND PROTECTIVE BODY ARMOR VEST, PATCHES;

Shoulder patches will be worn on both shoulders of the uniform shirt and jacket. On the shirt, the patch shall be sewn on and centered on the sleeve one inch (1" inch) below the shoulders seem. On the jacket, it shall be sewn on and centered on the sleeve one inch (1" inch) below the jacket yoke at the shoulder.

EMBLEMS AND AWARDS;

Emblems indicating time in service and other departments approved awards will be designed to be worn over the right breast pocket of the uniform and above the name plate.

Where and When to Wear Awards:
All awards are mandatory on all Class A uniforms
Awards are optional on Class B and Class C uniforms
Ribbons will be worn above the right breast uniform shirt pocket.
Ribbons will be worn in sets of one , two, or three not to exceed ten ribbons
Ribbons shall be placed in order of importance.
left to right – highest ranking on left, lowest ranking on the right as one faces the uniform
Top to Bottom – highest ranking on top, lowest ranking on the bottom as one faces the uniform

The wearing of an unauthorized or unearned ribbon shall be subject to disciplinary action.

4.10.16 PROTECTIVE BODY ARMOR VESTS

Protective Body Armor Vests are provided for the safety and protection of those HCSO employees assigned to, or required to take law enforcement action. It is, therefore, the policy of the HCSO that any uniformed deputy assigned to law enforcement duties as their primary function will be required to wear a protective body armor vest while on duty. Any other non-uniform deputy, supervisor, or command staff member will be required to wear a protective body armor vest if actively engaged in a law enforcement activity.

AI-42029 **2013 Intradept. (line item)Transfers 2. T.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Maria Del Rosario Gonzalez, SHERIFF DEPT.

Department: SHERIFF DEPT.

Information

CAPTION

2013 - Sheriff's Office (1284)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1284-480-00-280-048-4-XXX

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

BUDGETARY IMPACT:

Funds are available as of 12/6/13. Overtime grants do not require a salary analysis.

Attachments

Donna LIT OPSG FY 2011

Form Review

Inbox	Reviewed By	Date
Emilia Uriegas	Emilia Uriegas	12/02/2013 10:18 AM
Budget & Management	Debbie Tamez	12/02/2013 02:19 PM
Obdett Calzada	Obdett Calzada	12/06/2013 10:02 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Maria Del Rosario Gonzalez Started On: 12/02/2013 09:36 AM

Final Approval Date: 12/06/2013

DATE: December 2, 2013

DEPARTMENT HEAD: Sheriff Guadalupe "Lupe" Trevino

DEPARTMENT NAME: Stonegarden FY2011--City of Donna

ACCOUNT NUMBER: 3-1284-480-00-280-048-4-XXX

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.:

FROM			TO		
ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
3-1284-480-00-280-048-4-	230-RETIREMENT	→	3-1284-480-00-280-048-4-	220-FICA	2.90
					$2.90

REASON: To cover fringe benefits.

DEPARTMENT HEAD SIGNATURE

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

AI-42027 **2013 Intradept. (line item)Transfers 2. U.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Stephanie Palacios, DISTRICT CLERK

Department: DISTRICT CLERK

Information

CAPTION

2013 - District Clerk (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-090-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/4/13.

Attachments

L.I.T 12.10.13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/02/2013 04:00 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Stephanie Palacios Started On: 11/27/2013 02:35 PM

Final Approval Date: 12/06/2013

DATE: November 27, 2013

ELECTED OFFICIAL Laura Hinojosa

DEPARTMENT NAME: District Clerk

ACCOUNT NUMBER: 3-1100-412-00-090-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	**TO** OBJECT CODE	OBJECT DESCRIPTION	**AMOUNT**
780	Capital Leases	851	Taxes	$931.59
			TOTAL	**$931.59**

REASON: **Transfer monies to the correct object code to cover expenses.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-41942 **2013 Intradept. (line item)Transfers 2. V.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2013 - District Attorney's Office (1223)

BACKGROUND

Monies will be used to purchase computer software.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1223-412-00-080-007-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/25/13.

Attachments

DAINV-2013-007

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/22/2013 01:47 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Roy Cazares Started On: 11/22/2013 09:54 AM

Final Approval Date: 12/06/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: December 10, 2013
DEPARTMENT HEAD: Rene Guerra, Criminal District Attorney
DEPARTMENT NAME: District Attorney's Office
ACCOUNT NUMBER: 3-1223-412-00-080-007-0-XXX - Investigation Fund
Subject: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C**

CONTACT PERSON: Roy Cazares PHONE: (956) 318-2300 ext. 758

Honorable Commissioners' Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
745	Computer Equipment	→	336	Computer Services	$ 260.36
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 260.36**

REASON:
Monies will be used to purchase computer software.

ROY CAZARES FOR RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-42071 **2013 Intradept. (line item)Transfers 2. W.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Raquel Ramos, CONSTABLE PCT. #3

Department: CONSTABLE PCT. #3

Information

CAPTION

2013 - Constable Pct. 3 (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-293-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/5/13.

Attachments

LIT 12-10-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 02:19 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Raquel Ramos Started On: 12/04/2013 01:34 PM

Final Approval Date: 12/06/2013

DATE: December 9, 2013

DEPARTMENT HEAD: Lazaro Gallardo, Jr.

DEPARTMENT NAME: Constable Precinct 3

ACCOUNT NUMBER: 3-1100-421-00-293-001-0-XXX

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

Honorable Commissioners' Court of Hidalgo County:

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

FROM OBJECT CODE	OBJECT DESCRIPTION	TO OBJECT CODE	OBJECT DESCRIPTION	AMOUNT
342	INFO & CREDIT SRVS	831	COURT COSTS & INVG.	$ 92.00
346	HAULING & FREIGHT SRVS	831	COURT COSTS & INVG.	$ 357.00
342	INFO & CREDIT SRVS	672	EQ & VEH R&M SUPPLIES	$ 432.00
605	CLOTHING & UNIFORMS	672	EQ & VEH R&M SUPPLIES	$ 285.30
			TOTAL	$ 1,166.30

REASON: TO COVER INCOMING INVOICES FROM VENDORS.

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-42075 **2013 Intradept. (line item)Transfers 2. X.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - Executive Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-413-00-125-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/6/13.

Attachments

transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 02:46 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Monica Badillo Started On: 12/04/2013 01:51 PM

Final Approval Date: 12/06/2013

DATE: December 5, 2013

DEPARTMENT HEAD: VALDE GUERRA

DEPARTMENT NAME: EXECUTIVE OFFICE

ACCOUNT NUMBER: 3-1100-413-00-125-001-0

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
630	Food	432	Equip & Veh. Repair & Maint.	300.00
			TOTAL	300.00

REASON: **To pay for pending vehicle repair invoice.**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE ___/___/___

ATTEST COUNTY CLERK

AI-41933 **2013 Intradept. (line item)Transfers 2. Y.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Glinda Pacheco, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

2013 - Facilities Management (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-419-40-220-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/25/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/21/2013 04:54 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Glinda Pacheco Started On: 11/21/2013 03:01 PM

Final Approval Date: 12/06/2013

DATE: November 21, 2013

2013
Transfer

DEPARTMENT HEAD: Daniel Flores

DEPARTMENT NAME: Facilities Management

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

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
336	FACILITIES MGMT-COMPUTER SERVICES	343	FACILITIES MGMT-LAUNDRY & DRY CLEANING	975.99
339	FACILITIES MGMT-OTHER PROF SRV	343	FACILITIES MGMT-LAUNDRY & DRY CLEANING	224.06
346	FACILITIES MGMT-HAULING & FREIGHT SERV	343	FACILITIES MGMT-LAUNDRY & DRY CLEANING	500.00
550	FACILITIES MGMT-PRINTING & BINDING	343	FACILITIES MGMT-LAUNDRY & DRY CLEANING	359.00
604	FACILITIES MGMT-MEDICAL & LAB SUPPL	343	FACILITIES MGMT-LAUNDRY & DRY CLEANING	1.34
630	FACILITIES MGMT-FOOD	343	FACILITIES MGMT-LAUNDRY & DRY CLEANING	62.48
			TOTAL	2,122.87

REASON:
Intradepartmental transfer needed to cover November invoices for G & K Services.

DEPARTMENT HEAD SIGNATURE

11,21,13
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42060 **2013 Intradept. (line item)Transfers 2. Z.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

2013 - 332nd District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-006-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/5/13.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 09:07 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Monica Badillo Started On: 12/03/2013 04:57 PM

Final Approval Date: 12/06/2013

DATE: DECEMBER 4, 2013

DEPARTMENT HEAD: JUDGE MARIO E. RAMIREZ, JR.

DEPARTMENT NAME: 332ND DISTRICT COURT

ACCOUNT NUMBER: 3-1100-412-00-006-001-0-

Contact Person: DAMIAN CARRANZA Ph#: 318-2275

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	& COMPUTER	AMOUNT
890	OTHER	601	OFFICE SUPPLIES	$2,000.00
890	OTHER	613	SAFETY SUPPLIES	$ 150.00
			TOTAL	$2,150.00

REASON: FUNDS NEEDED TO ORDER OFFICE SUPPLIES & SAFETY SUPPLIES SUCH FLASHLIGHTS, ETC.

DEPARTMENT HEAD SIGNATURE

12/4/13
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-42016 **2013 Intradept. (line item)Transfers 2. AA.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Noe Gonzalez, Judge Presiding Submitted By: Esther Contreras, 370TH DISTRICT COURT

Department: 370TH DISTRICT COURT

Information

CAPTION

2013 - 370th District Court (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-412-00-007-001-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 12/3/13.

Attachments

Line Item Transfer

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/02/2013 01:58 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Esther Contreras Started On: 11/27/2013 11:36 AM

Final Approval Date: 12/06/2013

DATE: November 27, 2013

DEPARTMENT HEAD: NOE GONZALEZ

DEPARTMENT NAME: 370TH DISTRICT COURT

ACCOUNT NUMBER: 3-1100-412-00-007-001-0

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
583	Travel of out County	601	Office & Computer Supplies	$639.75
584	Registration Fees	601	Office & Computer Supplies	$50.00
640	Reference Materials	607	Household & Janitorial Supplies	$106.00
745	Computer Equipment	601	Office & Computer Supplies	$800.00
745	Computer Equipment	607	Household & Janitorial Supplies	$361.21
			TOTAL	1,956.96

REASON: **Current and Future Expenditures**

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

____/____/____
DATE

ATTEST COUNTY CLERK

AI-42009 **2013 Intradept. (line item)Transfers** **2. BB.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Maria Medina, AUDITOR'S OFFICE

Department: AUDITOR'S OFFICE

Information

CAPTION

2013 - County Auditor's Office (1100)

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-21-170-001-0-xxx

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

BUDGETARY IMPACT:

Attachments

lit

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/02/2013 01:56 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Maria Medina Started On: 11/27/2013 10:25 AM

Final Approval Date: 12/06/2013

DATE: November 27, 2013

2013
Transfer

DEPARTMENT HEAD: RAY EUFRACIO, HIDALGO COUNTY AUDITOR

DEPARTMENT NAME: Hidalgo County Auditor's Office

ACCOUNT NUMBER: 3-1100-415-21-170-001-0-XXX

Contact Person: Susie Medina **Ph#:** (956) 318-2511 Ext. 4602

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
432	Repair & maintenance services - equip & vehicles	540	Advertising	$445.72
			TOTAL	$445.72

REASON: ***Transfer needed to pay for legal and employment advertisements.***

DEPARTMENT HEAD SIGNATURE

11/27/13
DATE

APPROVED COMMISSIONERS' COURT

ATTEST COUNTY CLERK

AI-41943 **2013 Intradept. (line item)Transfers 2. CC.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Roy Cazares, DISTRICT ATTORNEY

Department: DISTRICT ATTORNEY

Information

CAPTION

2013 - District Attorney's Office (1222)

BACKGROUND

Monies will be used to pay for renewal of Mr. Guerra's insurance bond.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1222-412-00-080-006-0-xxx

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

BUDGETARY IMPACT:

Funds available as of 11/25/13.

Attachments

DAHC-2013-002

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/22/2013 01:47 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Roy Cazares Started On: 11/22/2013 09:56 AM

Final Approval Date: 12/06/2013

INTRA-DEPARTMENTAL TRANSFER

DATE: **December 10, 2013**
DEPARTMENT HEAD: **Rene Guerra, Criminal District Attorney**
DEPARTMENT NAME: **District Attorney's Office**
ACCOUNT NUMBER: **3-1222-412-00-080-006-0-XXX - BAD CHECKS ACCOUNT**
SUBJECT: **Intradepartmental Transfer/s in Accordance with Local Government Code Chapter 111, Subchapter C.**
CONTACT PERSON: **Roy Cazares** PHONE: **(956) 318-2300 ext. 758**

Honorable Commissioner's Court of Hidalgo County:

I would like to request the following Intradepartmental transfer/s (transfer in/out) (increase/decrease) in accordance with Local Government Code, Chapter 11, Subchapter C.

FROM			TO		
OBJECT CODE	**ACCOUNT (OBJECT) NAME**		**OBJECT CODE**	**OBJECT NAME**	**AMOUNT**
524	General Insurance	→	523	Public Officials Insurance	$ 50.00
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
		→			$ -
				TOTAL	**$ 50.00**

REASON: Monies will be used to pay for renewal of Mr. Guerra's insurance bond.

for RENE GUERRA
CRIMINAL DISTRICT ATTORNEY

APPROVED COMMISSIONERS' COURT DATE ATTEST COUNTY CLERK

AI-42163 **2013 Interdepartmental Transfers 3. A.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Sheriff's Dept. Submitted By: Ivan Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Sheriff (1100):
Approval of 2013 interdepartmental transfer from Co. Wide Adm.-Contingency to Sheriff in the amount of $110,726.00 to fund gasoline expenditures for the month of November 2013.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-4XX-00-XXX-00X-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12-6-13

Attachments

Sheriff interdept transfer

Form Review

Inbox	Reviewed By	Date
Ivan Cantu (Originator)	Ivan Cantu	12/06/2013 04:57 PM
Budget & Management	Debbie Tamez	12/06/2013 04:58 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Ivan Cantu Started On: 12/06/2013 04:26 PM

Final Approval Date: 12/06/2013

DATE: December 10, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

DEPARTMENT NAME: Dept. of Budget & Mgmt for Sheriff

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

CONTACT PERSON: Ivan Cantu, Budget Analyst III **PHONE:** (956) 292-7025 ext. 5425

2013
Interdepartmental Transfer

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
3-1100-415-00-115-002-0- 899	Co. Wide Adm.-	Contingency	(110,726.00)
TO:			
3-1100-421-00-280-001-0- 626	Sheriff-	Gasoline	110,726.00
TOTAL BUDGET INCREASE (DECREASE)			-

REASON: To fund gasoline expenditures for the month of November 2013.

DEPARTMENT HEAD SIGNATURE

COMMISSIONERS COURT

DATE (/ /)

ATTEST, COUNTY CLERK

AI-42110 **2013 Interdepartmental Transfers 3. B.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Commissioner Hector Palacios

Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

CO2010A&B Pct 2 Equip & Maint Facility (1342):
Approval of 2013 interdepartmental transfer from CO2010A&B Pct 2 Equip & Maint Facility (Function 431) to CO2010A&B Pct 2 Equip & Maint Facility (Function 419) in the amount of $94,558.50.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-4XX-X0-122-053-0-7XX

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

BUDGETARY IMPACT:

Funds available as of 12/4/13.

Attachments

Interdepartmental transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Angela Garcia	12/05/2013 04:57 PM
Budget & Management	Debbie Tamez	12/06/2013 08:49 AM
Manuel Chapa	Manuel Chapa	12/06/2013 10:01 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Erika Zamora Started On: 12/04/2013 06:33 PM

Final Approval Date: 12/06/2013

DATE: December 10, 2013

DEPARTMENT HEAD: Commissoner Hector Palacios

2013
Interdepartmental Transfer

DEPARTMENT NAME: Hidalgo County Precinct #2
CO2010A&B Equip & Maint Facility

ACCOUNT NUMBER: 3-1342-4XX-X0-122-053-0-7XX

CONTACT PERSON: Erika Zamora **PHONE:** (956) 787-1891 Ext. 2015

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME	AMOUNT
FROM		
3-1342-431-00-122-053-0- 720	CO2010A&B-Pct 2 Equip & Maint F Bldg	(79,230.72)
3-1342-431-00-122-053-0- 739	CO2010A&B-Pct 2 Equip & Maint F Other Structures	(15,327.78)
TO		
3-1342-419-40-122-053-0- 720	CO2010A&B-Pct 2 Equip & Maint F Bldg	79,230.72
3-1342-419-40-122-053-0- 739	CO2010A&B-Pct 2 Equip & Maint F Other Structures	15,327.78
TOTAL BUDGET INCREASE (DECREASE)		0.00

REASON:
To transfer funds into correct account number for the New Precinct 2 Equipment & Maintenance Facility.

SIGNATURE

COMMISSIONERS COURT

____/____/____
DATE

ATTEST, COUNTY CLERK

AI-41961 **2013 Interdepartmental Transfers 3. C.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Raul Silguero Submitted By: Carlos Jasso, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct. 2 TxDot (1315): Approval of 2013 interfund transfer from Certificate of Obligations 2001 (Fund 1331, Program#010) to TXDOT- "I" Road (Fund 1315, program#016) Road Project in the amount of $ 4,000.00 to fund legal services as needed for the project.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-13XX-XX1-0X-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funding Available as of 11/25/2013.

Attachments

LIT

Form Review

Inbox	Reviewed By	Date
Budget & Management	Obdett Calzada	11/27/2013 09:53 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Carlos Jasso Started On: 11/25/2013 08:31 AM

Final Approval Date: 12/06/2013

DATE: November 25, 2013

DEPARTMENT HEAD: RAUL SILGUERO

DEPARTMENT NAME: Hidalgo County Precinct No.2 TxDot "I" Road

ACCOUNT NUMBER: 3-13XX-XX1-0X-XXX-0-XXX

CONTACT PERSON: Carlos Jasso **PHONE:** (956) 787-1891 Ext. 2006

2013
Interdepartmental Transfer

AI # 41961

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER	ACCOUNT (OBJECT) NAME		AMOUNT
FROM:			
3-1331-431-00-122-010-0- 731	CO2001- Pct. 2	Roads	(4,000.00)
3-1331-491-01-000-315-0- 891	Transfers out	TxDot projects	4,000.00
TO:			
3-1315-391-01-000-331-0- 000	Transfers In	Certificate of Obligations, 2001	4,000.00
3-1315-431-00-122-016-0- 711	Pct 2 TxDot "I" Road	ROW	4,000.00
	TOTAL BUDGET INCREASE (DECREASE)		-

REASON: To cover anticipated expenditures.

SIGNATURE

COMMISSIONERS COURT

/ /
DATE

ATTEST, COUNTY CLERK

AI-42146 **2013 Interdepartmental Transfers 3. D.**

CC CONSENT

Meeting Date: 12/10/2013

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

Department: COMM. PCT. #4

Information

CAPTION

Approval of 2013 interdepartmental transfer from CO2010A&B program (126) to program (124) in the amount of $2,504.00.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1342-4XX-X0-124-12X-0-7XX

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

BUDGETARY IMPACT:

Funds available as of 12/06/13

Attachments

Interdept- CO2010A&B

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 03:22 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Veronica Lopez Started On: 12/06/2013 11:46 AM

Final Approval Date: 12/06/2013

DATE: December 9, 2013

2013
Transfer

DEPARTMENT HEAD: Comm. Joseph Palacios

DEPARTMENT NAME: Hidalgo County Precinct No.4

AI- 42146

ACCOUNT NUMBER: 3-1342-4XX-X0-124-12X-0-7XX

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

Contact: Veronica Lopez
Ph#: 956-383-3112 Ext. 4019

Honorable Commissioners' Court of Hidalgo County:

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

ACCOUNT NUMBER	ACCOUNT NAME	INCREASE (DECREASE) AMOUNT
From:		
3-1342-419-40-124-126-0-720	**CO2010A&B- PCT4 New Motor Pool- M Rd Bldg**	**($2,504.00)**
To:		
3-1342-452-00-124-124-0-719	**CO2010A&B- Linn San Mnl Brewstr Park- Land**	**$2,504.00**
	TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON:
Transfer needed to cover Brewster Park Project expenditures (Aranda & Associates).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

DATE / /

ATTEST COUNTY CLERK

AI-42152 **Interfund Transfers 4. A.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Sergio Cruz Submitted By: Obdett Calzada, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Assistance to Firefighters (1283):
Approval of 2013 interfund transfer from Co. Wide Comm. System (1100) to Assistance to Firefighters (1283) in the amount of $227,074.80 to fund the purchase/lease of Motorola radios and the M2/M3 Core equipment (20% local cash match- Interlocal with City of McAllen).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-083-0-532

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

BUDGETARY IMPACT:

Funds available as of 12/6/2013.

Attachments

revised

Form Review

Inbox	Reviewed By	Date
Obdett Calzada (Originator)	Obdett Calzada	12/06/2013 04:23 PM
Budget & Management	Debbie Tamez	12/06/2013 04:25 PM
Manuel Chapa	Obdett Calzada	12/06/2013 04:56 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Obdett Calzada Started On: 12/06/2013 02:19 PM

Final Approval Date: 12/06/2013

DATE: December 10, 2013

DEPARTMENT HEAD: Sergio Cruz, Budget Officer

2013
Interfund Transfer

AI-42152

DEPARTMENT NAME: Hidalgo County Budget & Management

ACCOUNT NUMBER: 3-1XXX-XXX-0X-XX0-XXX-X-XXX

CONTACT PERSON: Obdett Calzada **PHONE:** (956) 272-7025 Ext. 5419

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE / DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
FROM:				
3-1100-421-00-280-083-0	532	Co Wide Comm Syst	WIRELESS DEVICES	(227,074.80)
3-1100-491-01-000-283-4-	891	Transfers out	DESIG PURP LVL 3	227,074.80
TO:				
3-1283-391-01-000-100-4	000	Transfers In	GENERAL FUND	227,074.80
3-1283-421-51-110-076-4	748	Assistance to Firefighters	OTHER EQUIPMENT	227,074.80
TOTAL BUDGET INCREASE (DECREASE)				**0.00**

REASON: To fund local cash match related to the Interlocal agreement with the City of McAllen for the purchase/lease of Motorola radios and the M2/M3 Core equipment. Ref AI- 41968 scheduled for CC approval 12/10/2013.

SIGNATURE

COMMISSIONERS COURT

DATE

ATTEST, COUNTY CLERK

AI-42062 **Interfund Transfers 4. B.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Commissioner Hector Palacios Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 TxDot Thomas Rd (1315)
Approval of 2013 interfund transfer from Pct 2 2001 Certificates of Obligation (1331) to Pct 2 TxDot Thomas Rd (Jackson-Stewart) (1315) in the amount of $163,301.07.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-13XX-XX1-0X-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/6/13.

Attachments

Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Angela Garcia	12/05/2013 04:56 PM
Budget & Management	Debbie Tamez	12/06/2013 08:36 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Erika Zamora Started On: 12/04/2013 08:18 AM

Final Approval Date: 12/06/2013

DATE: December 10, 2013

DEPARTMENT HEAD: Commissioner Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct 2
Pct 2 TxDot Thomas Rd (Jackson-Stewart)

2013
Interfund Transfer

ACCOUNT NUMBER: **3-13XX-XX1-0X-XXX-XXX-0-XXX**

CONTACT PERSON: Erika Zamora **PHONE:** (956) 787-1891 ext. 2015

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1331-431-00-122-010-0-	731	CO 2001-Pct 2	Roads	(163,301.07)
3-1331-491-01-000-315-0-	**891**	**Transfers Out-**	**TxDot Projects**	**163,301.07**

3-1315-391-01-000-331-0-	**000**	**Transfers In-**	**Cert of Oblig, 2001**	**163,301.07**
3-1315-431-00-122-085-0-	731	Pct 2 TxDot Thomas Rd (Jackson-Stewart)	Roads	161,713.21
3-1315-431-00-122-085-0-	841	Pct 2 TxDot Thomas Rd (Jackson-Stewart)	Aid to Govt Agency	1,587.86

TOTAL BUDGET INCREASE (DECREASE) **0.00**

REASON: Interfund transfer from Pct 2 CO's 2001 to Pct 2 TxDot Thomas Rd Project to fund road project expenditures.

DEPARTMENT HEAD SIGNATURE

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

AI-42107 **Interfund Transfers 4. C.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Commissioner Hector Palacios Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct.2 Equip & Maint Facility (1342):
Approval of 2013 interfund transfer from Pct 2 TxDot Thomas Rd (Jackson-Stewart) (1315) to CO2010A&B Pct 2 Equipment & Maintenance Facility (1342) in the amount of $726,045.15.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-13XX-XXX-0X-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds will be released from PO#695496 and transferred into Pct 2 Equipment & Maintenance Facility. A transfer will then be processed from other Pct 2 CO and R&B funds to fund PO#695496.

Attachments

Revised Transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Angela Garcia	12/05/2013 04:56 PM
Budget & Management	Debbie Tamez	12/06/2013 08:30 AM
Glinda Pacheco	Glinda Pacheco	12/06/2013 10:23 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Erika Zamora Started On: 12/04/2013 05:42 PM

Final Approval Date: 12/06/2013

DATE: December 10, 2013

DEPARTMENT HEAD: Commissioner Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct 2
CO2010A&B Pct 2 Equip & Maint Facility (1342)

2013
Interfund Transfer

ACCOUNT NUMBER: **3-13XX-XX1-0X-XXX-XXX-0-XXX**

CONTACT PERSON: Erika Zamora **PHONE:** (956) 787-1891 ext. 2015

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1315-431-00-122-085-0-	841	TxDot-Thomas Rd(Jcksn-Stewart)	Aid to Govt Agency	(564,331.94)
3-1315-431-00-122-085-0-	731	TxDot-Thomas Rd(Jcksn-Stewart)	Roads	(161,713.21)
3-1315-491-01-000-342-0-	**891**	**Transfers Out-**	**Cert of Oblig, 2010A&B**	**726,045.15**

3-1342-391-01-000-315-0-	**000**	**Transfers In-**	**TxDot Projects**	**726,045.15**
3-1342-419-40-122-053-0-	720	CO2010A&B-Pct 2 Equip & Maint Facility	Bldg	638,728.58
3-1342-419-40-122-053-0-	739	CO2010A&B-Pct 2 Equip & Maint Facility	Other Structures	87,316.57
			TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: Interfund transfer from Pct 2 TxDot Thomas Rd Prj (1315) to CO2010A&B Pct 2 Equip & Maint Facility to fund construction of new Precinct 2 Equipment Facility.

DEPARTMENT HEAD SIGNATURE

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

AI-42108 **Interfund Transfers 4. D.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Commissioner Hector Palacios Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 TxDot Thomas Rd (1315):
Approval of 2013 interfund transfer from SOA Pct 2 Tower Rd (Moore-Balli) Prj (1303) to Pct 2 TxDot Thomas Rd (Jackson-Stewart) (1315) in the amount of $81,165.00 to fund road expenditures.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-13XX-XX1-0X-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/4/13.

Attachments

Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Angela Garcia	12/05/2013 04:56 PM
Budget & Management	Debbie Tamez	12/06/2013 08:31 AM
Glinda Pacheco	Glinda Pacheco	12/06/2013 11:10 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Erika Zamora Started On: 12/04/2013 06:15 PM

Final Approval Date: 12/06/2013

DATE: December 10, 2013

DEPARTMENT HEAD: Commissioner Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct 2
Pct 2 TxDot Thomas Rd (Jackson-Stewart)

2013
Interfund Transfer

ACCOUNT NUMBER: **3-13XX-XX1-0X-XXX-XXX-0-XXX**

CONTACT PERSON: Erika Zamora **PHONE:** (956) 787-1891 ext. 2015

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1303-431-00-122-027-0-	731	SOA-Pct 2 Tower(Moore-Balli)	Roads	(81,165.00)
3-1303-491-01-000-315-0-	**891**	**Transfers Out-**	**TxDot Projects**	**81,165.00**
3-1315-391-01-000-303-0-	**000**	**Transfers In-**	**Sale of Co Assets**	**81,165.00**
3-1315-431-00-122-085-0-	841	Pct 2 TxDot Thomas Rd (Jackson-Stewart)	Aid to Govt Agency	81,165.00
			TOTAL BUDGET INCREASE (DECREASE)	**0.00**

REASON: Interfund transfer from SOA Pct 2 Tower Rd Prj to Pct 2 TxDot Thomas Rd Project to fund road project expenditures.

DEPARTMENT HEAD SIGNATURE

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

AI-42109 **Interfund Transfers 4. E.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Commissioner Hector Palacios Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Pct 2 TxDot Thomas Rd (1315):
Approval of 2013 interfund transfer from Pct 2 Rd Maint (1200) to Pct 2 TxDot Thomas Rd (Jackson-Stewart) (1315) in the amount of $276,617.24.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1XXX-XX1-0X-XXX-XXX-0-XXX

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

BUDGETARY IMPACT:

Funds available as of 12/6/13.

Attachments

Interfund Transfer

Form Review

Inbox	Reviewed By	Date
Erika Zamora (Originator)	Angela Garcia	12/05/2013 04:57 PM
Budget & Management	Debbie Tamez	12/06/2013 08:48 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Erika Zamora Started On: 12/04/2013 06:24 PM

Final Approval Date: 12/06/2013

DATE: December 10, 2013

DEPARTMENT HEAD: Commissioner Hector "Tito" Palacios

DEPARTMENT NAME: Hidalgo County Precinct 2
Pct 2 TxDot Thomas Rd (Jackson-Stewart)

2013
Interfund Transfer

ACCOUNT NUMBER: **3-1XXX-XX1-0X-XXX-XXX-0-XXX**

CONTACT PERSON: Erika Zamora **PHONE:** (956) 787-1891 ext. 2015

SUBJECT: **Interfund & BA - Transfer/s (transfer in/out) (increase/decrease) in Accordance with Local Government Code Chapter 111, Subchapter C.**

Honorable Commissioner's Court of Hidalgo County:

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

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
3-1200-431-00-122-006-0-	890	Pct 2 Rd Maint	Other	(276,617.24)
3-1200-491-01-000-315-0-	**891**	**Transfers Out-**	**TxDot Projects**	**276,617.24**
3-1315-391-01-000-200-0-	**000**	**Transfers In-**	**R&B Countywide**	**276,617.24**
3-1315-431-00-122-085-0-	841	Pct 2 TxDot Thomas Rd (Jackson-Stewart)	Aid to Govt Agency	276,617.24
		TOTAL BUDGET INCREASE (DECREASE)		**0.00**

REASON: Interfund transfer from Pct 2 Rd Maint to Pct 2 TxDot Thomas Rd Project to fund road project expenditures.

DEPARTMENT HEAD SIGNATURE

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

AI-42067 **Planning Department 5. A.**

CC CONSENT

Meeting Date: 12/10/2013

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 2 & 4 Cert Plat & Utility Status 12-10-13

Pct 3 Water Service Availability 12-10-13

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 03:05 PM
Manuel Chapa	Manuel Chapa	12/05/2013 10:24 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Irma Castillo Started On: 12/04/2013 10:21 AM

Final Approval Date: 12/06/2013

	PLANNING DEPT. PCTS 2 & 4 CERTIFICATE OF PLAT & UTILITY STATUS	
	APPLICANT	APPLICATION NO.
1.	Luis & Sarai Torres	2-1512
2.	Camino Real Builders	4-12888
3.	Camino Real Builders	4-12889
	COMM. COURT: December 10, 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: 2-1572

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

WE THE UNDERSIGNED CERTIFY AS FOLLOWS:

Upon the application of:

Name: Luis & Sarai Torres

Address: 416 Amanda Ct.
Alamo, TX. 78516

Phone: 956-961-9128

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

Water Supplier: Military Hwy Water

Utility Provider: [ ]M.V.E.C. [✓] AEP

Account/ESI No.: 10032789432293025

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: Paradise Palm Lot #5,

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 05/04/95);

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 Mena Cook);

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: 2-1512

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 & Serai Torres

Address: 416 Amanda Ct.
Alamo, TX. 78516

Phone: 956-961-9128

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

Paradise Palm Lot #5

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) — Date: 12-4-13

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

__✓__ Deed
__✓__ Executory Contract
____ Lease
____ Rent Receipt
____ Affidavit
____ Other (describe) PMT

This part to be filled out by receiving county official:

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

12/05/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
2-1512
Dec. 2, 2013

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

P3295-00-000-0005-00

[1] OWNER: TORRES, LUIS A & SARAI O

RR 4 BOX 49047
ALAMO, TX 78516-9603
Telephone No. 502-2313

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: MILI

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

[5] SIZE OF STRUCTURE: 2,608 Sq. Ft.

[6] USE OF BUILDING: NEW-RESIDENTIAL

[7] LEGAL DESC./NAME OF SUBDIVISION
PARADISE PALMS LOT 5

LOCATION: 0 TOWER & EL GATO

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: BLOC

[10] EST. COST OF CONST.: $150,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES
____ NO

Special Conditions: No construction allowed over any easements.
MUST COMPLY WIOTH ALL COUNTY,STATE,CITY,FEMA
REGULATIONS FRONT-25' REAR-20' SIDES-6'

Prepared by — Date: 11-12-2-13

Approved by — Date: 11-27-13

X — Signature of Owner or Applicant — Date: X 12-2-13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT $30.00

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 480334 Pct: 2

Community No.: 0425-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.

1209320

The State of Texas, } Know All Men by These Presents: 1209320

County of Hidalgo

THAT we, Apolinar Lopez and wife, Eva Lopez,

of the County of Hidalgo State of Texas for and in consideration

of the sum of TEN AND NO/100ths----------($10.00)---------- DOLLARS

to us in hand paid by Luis Alberto Torres and wife, Sarai O. Torres,

as follows:

6-12-03

ha ve Granted, Sold and Conveyed, and by these presents do Grant, Sell and Convey, unto the said

Luis Alberto Torres and wife, Sarai O. Torres

whose mailing address is RR. 4 Box 49047, Alamo, Texas 78516

of the County of Hidalgo State of Texas all that certain property described as follows, to-wit:

ALL of Lot Five (5) PARADISE PALMS SUBDIVISION, Hidalgo County, Texas, according to the map recorded in Volume 30, Page 62-B, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which record is here made 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

Luis Alberto Torres and wife, Sarai O. Torres, 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

Luis Alberto Torres and wife, Sarai O. Torres, their

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

WITNESS our hands at Donna, Texas

this 12th day June 2003.

Witness at Request of Grantor:

x Apolinar Lopez
Apolinar Lopez

x Eva Lopez
Eva Lopez

(Acknowledgment)

STATE OF TEXAS }
COUNTY OF Hidalgo }

This instrument was acknowledged before me on the 12th day of June 2003,

by Apolinar Lopez and wife, Eva Lopez.

JUANITA S PEREZ
Notary Public
STATE OF TEXAS
My Comm. Exp. 04-30-2005

My Commission expires:

04-30-2005

Notary Public, State of Texas

Notary's printed name: JUANITA S. PEREZ

126 - WARRANTY DEED

TEXAS STANDARD FORM

STATE OF TEXAS
COUNTY OF

(Acknowledgment)

This instrument was acknowledged before me on the day of
by

My commission expires:

Notary Public, State of Texas
Notary's printed name:

STATE OF TEXAS
COUNTY OF

(Acknowledgment)

This instrument was acknowledged before me on the day of
by

My commission expires:

Notary Public, State of Texas
Notary's printed name:

STATE OF TEXAS
COUNTY OF

(Acknowledgement)

This instrument was acknowledged before me on the day of
by

My commission expires:

Notary Public, State of Texas
Notary's printed name:

120

Warranty Deed

FROM

Apolinar Lopez and wife,

Eva Lopez

TO

Luis Alberto Torres and wife,

Sarai O. Torres

FILED FOR RECORD

This ..... day of .....

at ..... o'clock ..... M.

..... County Clerk

By ..... Deputy

Deputy
Rebecca Vasquez
By

Recorder's Fees
Receipt Number - 505584
12-16-00

Official Public Records
Document Number:
12003520

On Jun 12,2003 at 04:30p
As a Recording
In Book ..... on Page .....

County Clerk
Hidalgo County, Texas
By J. D. Salinas, III

Filed for Record in:

Deputy

Recording Fee $ .....

This instrument should be filed immediately with the County Clerk for record.

WHEN RECORDED RETURN TO:

RR- 4 Box 49047, Alamo, Tx. 78516

THE ODEE COMPANY, Publishers, Dallas

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: 4-12383

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:	/ /	12/4/12

Name: Caminos Real Builders

Address: 13709 N 33rd STREET, McALLEN TX 78541

Phone: 239-16-18

Water Supplier: Sharyland.

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

Account/ESI No.: N/A

[ ] Temporary Pole [✓] Permanent Service

regarding the land described as: La Puerta Subdivision Lot 34,

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 08/10/09);

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 Maria Cerda);

yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; 12/4/12 (verified by Ruben Ybarra);

no individual septic systems are to be used, and lots in the subdivision can be adequately and legally served by septic systems under Section 232.023; 12/4/12 (verified by Ruben Ybarra);

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

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: 4-12883

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: Camino real Builders

Address: 13709 N 33th Street.
MCALLEN TX 78541

Phone: 239-16-18

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

La Puerta Lot # 34

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)

12/04/2013
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

12/03/13
Date

County Official

Chapter 232 Texas LGC Application

APPLICATION NO: 4-12888
Nov. 8, 2013

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

L1770-01-000-0034-00

[1] OWNER: ALAMO DAYS TRADE, INC. DBA
CAMINO REAL BUILDERS
2909 LA PUERTA AVE.
MCALLEN, TX. 78504
Telephone No. 992-9501

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

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

[5] SIZE OF STRUCTURE: 2,708 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PUERTA LOT 34

LOCATION: 0 ROOTH & MILE 17

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $140,000

[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 15' FINISH FLOOR OF ELEV.
18" FROM STREET.

Prepared by — Date: 11/08/13

Approved by — Date: 10/30/13

Signature of Owner or Applicant — Date: 11/8/13

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER _____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0305 D
Community No.: 480334
Pct: 4

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.

CHARGE TO: VLTC
GF#135751

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE 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.

State Bar of Texas Form

STATE OF TEXAS
COUNTY OF HIDALGO

DEED OF TRUST

DATE: September 5, 2013

GRANTOR: Alamo Days Trade, Inc. dba Camino Real Builders

GRANTOR'S MAILING ADDRESS (including county): 4116 Nightshade Ave., McAllen, Hidalgo County, Texas 78504

TRUSTEE: S. David Deanda, Jr.

TRUSTEE'S MAILING ADDRESS (including county): 520 E. Nolana, McAllen, Hidalgo County, Texas 78504

BENEFICIARY: Lone Star National Bank

BENEFICIARY'S MAILING ADDRESS: 520 E. Nolana, McAllen, Hidalgo County, Texas 78504

NOTE(S):

DATE: September 5, 2013

AMOUNT: One Hundred Sixty-Two Thousand and No/100ths Dollars ($162,000.00)

MAKER: Alamo Days Trade, Inc. dba Camino Real Builders

PAYEE: Lone Star National Bank

FINAL MATURITY DATE: September 5, 2018

TERMS OF PAYMENT (optional): As therein provided

PROPERTY (including any improvements):
All of Lots 32, 33, 34, 35, 36, 37, 38, 39, and 40, LA PUERTA SUBDIVISION PHASE I, Hidalgo County, Texas, according to the map recorded in Volume 51, Pages 62-67, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

PRIOR LIEN(S) (including recording information): None

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

GRANTOR'S OBLIGATIONS

GRANTOR AGREES TO:

1. keep the property in good repair condition;
2. pay all taxes and assessments on the property when due;

ALAMO DAYS TRADE, INC., A TEXAS CORPORATION DBA CAMINO REAL BUILDERS

BY:_____
MICHAEL PAVON DIAZ, PRESIDENT

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 11th day of September, 2013, by **Michael Pavon Diaz, President of Alamo Days Trade, Inc., a Texas corporation, in behalf of said corporation dba Camino Real Builders.**

NELLIE MIRELEZ
My Commission Expires
May 6, 2016

Notary Public, State of Texas
Notary's Printed Name:___
Commission Expires:___

AFTER RECORDING RETURN TO:
LONE STAR NATIONAL BANK
REAL ESTATE DEPT.
612 W. NOLANA, SUITE 100
MCALLEN, TEXAS 78504

PREPARED IN THE OFFICE OF:
LAW OFFICE OF MICHAEL J. DALEY, PLLC
1801 S. 2ND ST., SUITE 370
MCALLEN, TEXAS 78503
(113-5990)

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: 4-12889

11-08-13

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	Temporary Service	Final Service
	Environmental Health:		
		~~Authorized Signature~~	Authorized Signature
	Inspection/Permit No:		Sujeto a comentarios
	Date Approved:	/ /	12/4/13

Name: Camino real Builders

Address: 13713 N. 33rd ST.
McALLEN TX
78541

Phone: 239-16-18

Water Supplier: Sharyland

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

Account/ESI No.: N/A

[ ] Temporary Pole [ ] Permanent Service

regarding the land described as: La Ronda Lot ~~34~~ 35 H.F.,

on ____ ____ ____, 2013, 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 08/10/09);

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 _____);

yes an organized sewage collection and treatment system is to be used, and under sewer service facilities have been constructed or installed to service the subdivision under Section 232.023 and are fully operable; (verified by 12/4/12);

ND 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 12/4/12);

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: 4-12889

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: Camino real Builders

Address: 13713 N 33rd Street.
McAllen TX 78541

Phone: 239-16-18

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

La Reina Lot #35

STATUS OF PERSON OR ENTITY MAKING REQUEST:

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

[signature]
Requesting Party (Signature)

12/04/2013
Date

ATTACHED COPY OF VERIFICATION OF OWNERSHIP OR RESIDENCY OF LOT:

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

This part to be filled out by receiving county official:

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

12/03/13
Date

[signature]
County Official

Chapter 232 Texas LGC Application

APPLICATION NO:
4-12889
Nov. 8, 2013

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

L1770-01-000-0035-00

[1] OWNER: CAMINO REAL BUILDERS

2909 LA PUERTA AVE.
MCALLEN, TX. 78504
Telephone No. 992-9501

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: SHAR

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
01- RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,708 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
LA PUERTA LOT 35

LOCATION: 0 ROOTH & MILE 17

[8] SEWAGE: PUBLI

[9] CONSTRUCTION TYPE: OTHE

[10] EST. COST OF CONST.: $140,000

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

Special Conditions: No construction allowed over any easements.
MUST COMPLY W/ALL REGULATIONS & SETBACKS
FRONT 25' SIDES 6' REAR 15' FINISH FLOOR OF ELEV.
18" FROM STREET.

Prepared by — Date: 11-08-13

Approved by — Date: 11-08-13

Signature of Owner or Applicant — Date: 11/08/13.

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ___
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0320 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.

CHARGE TO: VLTC
GF#135751

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE 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.

State Bar of Texas Form

STATE OF TEXAS
COUNTY OF HIDALGO

DEED OF TRUST

DATE: September 5, 2013

GRANTOR: Alamo Days Trade, Inc. dba Camino Real Builders

GRANTOR'S MAILING ADDRESS (including county): 4116 Nightshade Ave., McAllen, Hidalgo County, Texas 78504

TRUSTEE: S. David Deanda, Jr.

TRUSTEE'S MAILING ADDRESS (including county): 520 E. Nolana, McAllen, Hidalgo County, Texas 78504

BENEFICIARY: Lone Star National Bank

BENEFICIARY'S MAILING ADDRESS: 520 E. Nolana, McAllen, Hidalgo County, Texas 78504

NOTE(S):

DATE: September 5, 2013

AMOUNT: One Hundred Sixty-Two Thousand and No/100ths Dollars ($162,000.00)

MAKER: Alamo Days Trade, Inc. dba Camino Real Builders

PAYEE: Lone Star National Bank

FINAL MATURITY DATE: September 5, 2018

TERMS OF PAYMENT (optional): As therein provided

PROPERTY (including any improvements):
All of Lots 32, 33, 34, 35, 36, 37, 38, 39, and 40, LA PUERTA SUBDIVISION PHASE I, Hidalgo County, Texas, according to the map recorded in Volume 51, Pages 62-67, Map Records in the Office of the County Clerk of Hidalgo County, Texas, reference to which is here made for all purposes.

PRIOR LIEN(S) (including recording information): None

OTHER EXCEPTIONS TO CONVEYANCE AND WARRANTY:

For value received and to secure payment of the note, Grantor conveys the property to Trustee in trust. Grantor warrants and agrees to defend the title to the property. If Grantor performs all the covenants and pays the note according to its terms, this deed of trust shall have no further effect, and Beneficiary shall release it at Grantor's expense.

GRANTOR'S OBLIGATIONS

GRANTOR AGREES TO:

1. keep the property in good repair condition;
2. pay all taxes and assessments on the property when due;

ALAMO DAYS TRADE, INC., A TEXAS CORPORATION DBA CAMINO REAL BUILDERS

BY:_____
MICHAEL PAVON DIAZ, PRESIDENT

CORPORATE ACKNOWLEDGMENT

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

This instrument was acknowledged before me on the 11th day of September, 2013, by Michael Pavon Diaz, President of Alamo Days Trade, Inc., a Texas corporation, in behalf of said corporation dba Camino Real Builders.

NELLIE MIRELEZ
My Commission Expires
May 6, 2016

_____
Notary Public, State of Texas
Notary's Printed Name:___
Commission Expires:___

AFTER RECORDING RETURN TO:
LONE STAR NATIONAL BANK
REAL ESTATE DEPT.
612 W. NOLANA, SUITE 100
MCALLEN, TEXAS 78504

PREPARED IN THE OFFICE OF:
LAW OFFICE OF MICHAEL J. DALEY, PLLC
1801 S. 2ND ST., SUITE 370
MCALLEN, TEXAS 78503
(113-5990)

	PLANNING DEPT. PCTS 3 WATER SERVICE AVAILABILTY	
	APPLICANT	APPLICATION NO.
1.	DAVID LEAL	3-12665
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
	COMM. COURT: DECEMBER 10, 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: 3-126605
6/28/12

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

Upon the application of:

Approved by Environmental Health:	Temporary Service	Final Service
	Authorized Signature	Authorized Signature
Inspection/Permit No:		1365
Date Approved:	/ /	12/2/13

Name: David Leal

Address: 4209 Rio Grande Ln.
Mission, Tx. 78572

Phone: (281) 904-5427
(956) 205-3356

Water Supplier: Agua SUD

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

Account/ESI No.: 10032789411680345

[ ] Temporary Pole [X] Permanent Service

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

Lot Fifty-two (52), Four Sure All right Subdivision No. 1, Hidalgo County, TX.

[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.

Sandra L. Cantu 12/2/13
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
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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: 3-12665
6/28/12

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 David Leal,

Known to me [*or* proved to me in the oath of Texas Driver License *or* through DL# 19137262 (*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:

Lot 52, Four Sure All Right No. 1."

[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 December 2, 2013 to certify which, witnesses my hand and seal of office.

Sandra A. Cantu
NOTARY PUBLIC IN AND FOR
THE STATE OF TEXAS

SANDRA A. CANTU
Notary Public
STATE OF TEXAS
My Comm. Exp. 02-16-2016

EDWARDS ABSTRACT
165705 1-1

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.

WARRANTY DEED

Date: August 17, 2010

Grantor: DANIEL MENDIOLA and wife, DIANA MENDIOLA

Grantor's Mailing Address (including county): 8451 Clippert
Taylor, Michigan 48180
Wayne County, Michigan

Grantee: DAVID LEAL and wife, ELIZABET LEAL

Grantee's Mailing Address (including county): 3601 Del Norte St.
Mission, Texas 78574
Hidalgo County, Texas

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

Property (including any improvements):

Lot Fifty-two (52), FOUR SURE ALL RIGHT SUBDIVISION, NO. 1, Hidalgo County, Texas, as per map or plat thereof recorded in Volume 20, Page 126, Map Records, Hidalgo County, Texas.

Reservations from and Exceptions to Conveyance and Warranty:

Restrictive covenants recorded in Volume 1620, Page 298, Deed Records, Hidalgo County, Texas.

Save and except all oil, gas and other minerals, except as to an undivided 1/8th of the customary 1/8th roayalty interest therein, non-participating as out in a deed recorded in Volume 621, Page 523, Deed Records, Hidalgo County, Texas, and subsequent transfers thereof.

Oil, Gas, and Mineral Leases dated September 23, 1976, recorded in Volume 360, Page 922, dated November 21, 1981, recorded in Volume 410, Page 467, Oil and Gas Records, Hidalgo County, Texas and amended in Volume 1922, Page 840, Official Records, Hidalgo County, Texas, and subsequent transfers thereof.

Easements, rules, regulations and rights in favor of Hidalgo County Water Control and Improvement District No. 6.

Fifteen foot (15') utility easement along the rear; as per map or plat recorded in Volume 20, Page 126, Map Records, Hidalgo County, Texas.

Easements, or claims of easements, which are not recorded in the public records.

Taxes for the year 2010 and subsequent years.

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

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

DANIEL MENDIOLA

DIANA MENDIOLA

(Acknowledgment)

State of ~~Texas~~ Michigan
County of ~~Hidalgo~~ Wayne

This instrument was acknowledged before me on the 18TH of August, 2010, by DANIEL MENDIOLA and wife, DIANA MENDIOLA.

STACEY D. COURY
Notary Public, Wayne County, MI
My Commission Expires 5-5-2013
Acting in Wayne County

Notary Public, State of ~~Texas~~ Michigan

AFTER RECORDING RETURN TO:
DAVID LEAL
ELIZABETH LEAL
3601 Del Norte St.
Mission, Texas 78574

PREPARED BY:
Lewis, Monroe & Peña
Attorneys At Law
3111 W. Freddy Gonzalez Drive
Edinburg, Texas 78539
GF#: 765705; MB:cam

Chapter 232 Texas LGC Application

APPLICATION NO:
3-12665
Jun. 28, 2012

COUNTY OF HIDALGO
PLANNING DEPARTMENT
PO DRAWER B EDINBURG TX 78539
TEL 318-2840 FAX 318-2844

F6000-00-000-0052-00

[1] OWNER: LEAL, DAVID & ELIZABET
4209 RIO GRANDE LN
N/A 2011
MISSION, TX 78572 (281)
Telephone No. 904-5663

[2] CONTRACTOR: SELF

[3] WATER SYSTEM: AGUA

[4] PURPOSE OF APPLICATION: NEW RESIDENCE
25-RESIDENTIAL NEW SINGLE DWELLING
[5] SIZE OF STRUCTURE: 2,211 Sq. Ft.

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

[7] LEGAL DESC./NAME OF SUBDIVISION
FOUR SURE ALL RIGHT LT 52 .31
C-25
E5-16-11AGUASUD/LANDSCAPING

LOCATION: 0 PALM DR & OLD 83

[8] SEWAGE: INSTA

[9] CONSTRUCTION TYPE: WOOD

[10] EST. COST OF CONST.: $60,000

[11] SPECIAL FLOOD HAZARD AREA: ____YES ____NO

Special Conditions: No construction allowed over any easements.
FRONT 25' BACK 15' SIDES 6'
MUST COMPLY W/ALL COUNTY SETBACK AND REGULATION
18" TOP OF CURB

Prepared by — Date: 6/28/12

Approved by — Date: 6/28/12

Signature of Owner or Applicant — Date: 06-28-12

FOR COUNTY USE ONLY
APPLICATION FEES

OTHER ____
TOTAL AMOUNT **$30.00**

Light [X] Water [X]

Flood Zone: NO
Panel No. /Suffix: 0450 C Pct: 3
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.

Hidalgo CAD

Property Search Results > 175876 LEAL DAVID & ELIZABET for Year 2013

Property

Account

Property ID:	175876	Legal Description:	FOUR SURE ALL RIGHT LT 52 .31 AC
Geographic ID:	F6000-00-000-0052-00	Agent Code:	
Type:	Real		
Property Use Code:			
Property Use Description:			

Location

Address:	RIO GRANDE LN TX	Mapsco:	
Neighborhood:	FOUR SURE ALL RIGHT	Map ID:	VOL 20 PG 126
Neighborhood CD:	F600000		

Owner

Name:	LEAL DAVID & ELIZABET	Owner ID:	943510
Mailing Address:	3601 DEL NORTE MISSION, TX 78574-8379	% Ownership:	100.0000000000%
		Exemptions:	

Values

(+) Improvement Homesite Value:	+	$0	
(+) Improvement Non-Homesite Value:	+	$0	
(+) Land Homesite Value:	+	$0	
(+) Land Non-Homesite Value:	+	$22,275	Ag / Timber Use Value
(+) Agricultural Market Valuation:	+	$0	$0
(+) Timber Market Valuation:	+	$0	$0

(=) Market Value:	=	$22,275	
(–) Ag or Timber Use Value Reduction:	–	$0	

(=) Appraised Value:	=	$22,275	
(–) HS Cap:	–	$0	

(=) Assessed Value:	=	$22,275	

Taxing Jurisdiction

Owner: LEAL DAVID & ELIZABET
% Ownership: 100.0000000000%
Total Value: $22,275

Entity	Description	Tax Rate	Appraised Value	Taxable Value	Estimated Tax
CAD	APPRAISAL DISTRICT	0.000000	$22,275	$22,275	$0.00
DR1	DRAINAGE DISTRICT #1	0.095700	$22,275	$22,275	$21.32
GHD	HIDALGO COUNTY	0.590000	$22,275	$22,275	$131.42
JCC	SOUTH TEXAS COLLEGE	0.150000	$22,275	$22,275	$33.41
R05	ROAD DIST 05	0.000000	$22,275	$22,275	$0.00

SLJ	LA JOYA ISD	1.311000	$22,275	$22,275	$292.03
SST	SOUTH TEXAS SCHOOL	0.049200	$22,275	$22,275	$10.96
	Total Tax Rate:	2.195900			
				Taxes w/Current Exemptions:	$489.14
				Taxes w/o Exemptions:	$489.14

Improvement / Building

No improvements exist for this property.

Land

#	Type	Description	Acres	Sqft	Eff Front	Eff Depth	Market Value	Prod. Value
1	L	LOT	0.3099	13500.00	100.00	135.00	$22,275	$0

Roll Value History

Year	Improvements	Land Market	Ag Valuation	Appraised	HS Cap	Assessed
2014	N/A	N/A	N/A	N/A	N/A	N/A
2013	$0	$22,275	0	22,275	$0	$22,275
2012	$0	$22,275	0	22,275	$0	$22,275
2011	$0	$22,275	0	22,275	$0	$22,275
2010	$0	$22,275	0	22,275	$0	$22,275
2009	$0	$22,275	0	22,275	$0	$22,275
2008	$0	$17,550	0	17,550	$0	$17,550
2007	$0	$17,550	0	17,550	$0	$17,550
2006	$0	$17,550	0	17,550	$0	$17,550
2005	$0	$14,985	0	14,985	$0	$14,985
2004	$0	$14,985	0	14,985	$0	$14,985
2003	$0	$13,500	0	13,500	$0	$13,500

Deed History - (Last 3 Deed Transactions)

#	Deed Date	Type	Description	Grantor	Grantee	Volume	Page	Deed Number
1	8/20/2010 12:00:00 AM	WD	WARRANTY DEED	MENDIOLA DANIEL &	LEAL DAVID & ELIZA			2131572
2	1/9/2004 12:00:00 AM	CSD	CASH W/D	VILLARREAL DIEGO	MENDIOLA DANIEL &			1284213
3	10/17/1995 12:00:00 AM	CONV	CONVERSION	ISWAY HOLDING LTI	VILLARREAL DIEGO			480930

Tax Due

Property Tax Information as of 11/27/2013

Amount Due if Paid on:

Year	Taxing Jurisdiction	Taxable Value	Base Tax	Base Taxes Paid	Base Tax Due	Discount / Penalty & Interest	Attorney Fees	Amount Due

NOTE: Penalty & Interest accrues every month on the unpaid tax and is added to the balance. Attorney fees may also increase your tax liability if not paid by July 1. If you plan to submit payment on a future date, make sure you enter the date and RECALCULATE to obtain the correct total amount due.

Questions Please Call (956) 381-8466

Website version: 1.2.2.2

Database last updated on: 11/27/2013 1:59 AM

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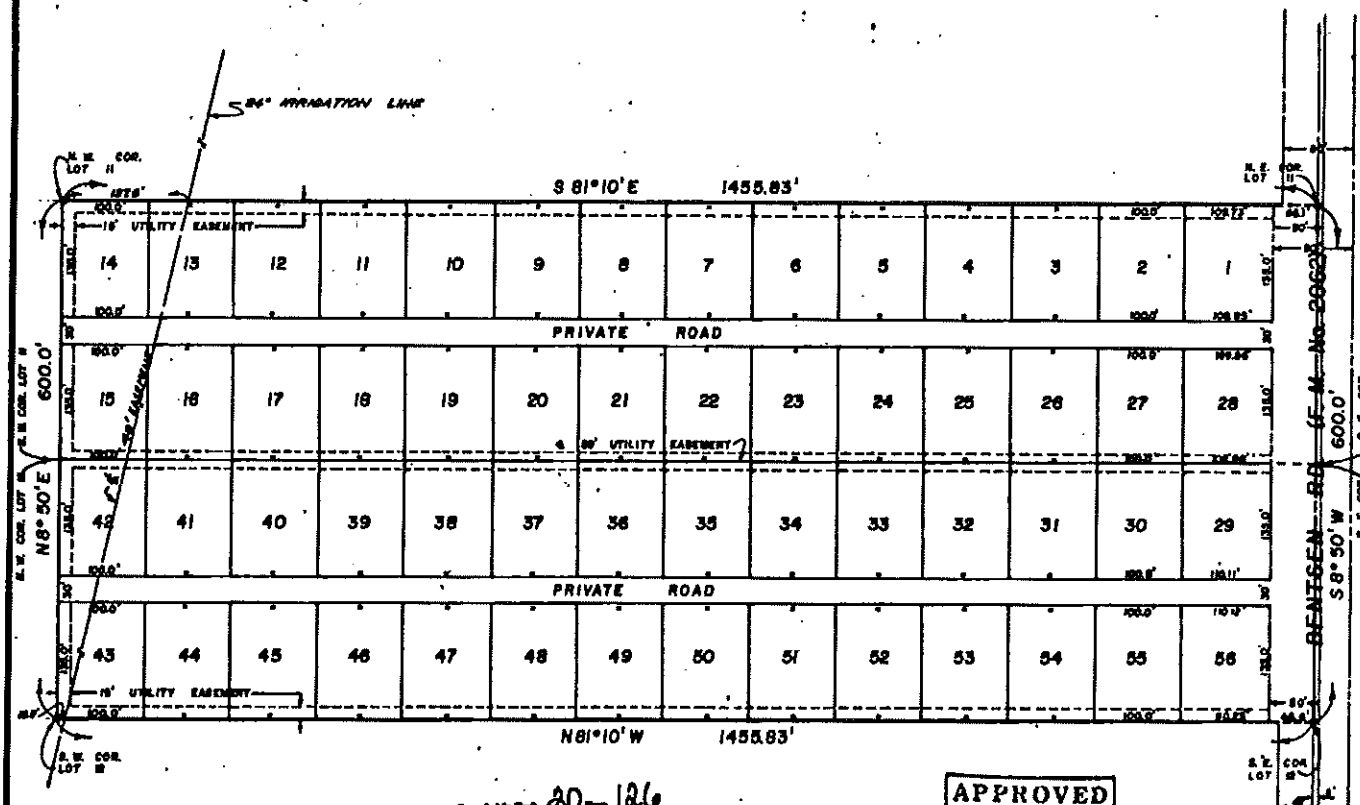


Recorded in Book 20 Page 126 of the map records of Hidalgo County, Texas
Charles L. Minton
County Surveyor

24063

APPROVED
FOR RECORDING
Hidalgo Co. Right of Way Dept.
By Thomas Walker
Date 7-12-78

MAP
OF
FOUR SURE ALL RIGHT SUBDIVISION # 1

BEING A SUBDIVISION OF LOTS 11 & 12,
BENTSEN GROVES ADDITION "E",
HIDALGO COUNTY, TEXAS

PREPARED BY:
FABIAN, NELSON & MEDINA INC.
McALLEN, TEXAS

SCALE 1"=100' DATE 6-8-78

FILED FOR RECORD THIS DATE
AT 2:0 P.M.
JUL 19 1978
DORIS DELANEY
County Clerk, Hidalgo County, Texas
By: [illegible] Deputy

APPROVED FOR RECORDING
BY
COMMISSIONERS' COURT
THIS THE 17th DAY OF July 19 78
SANTOS SALINAS, County Clerk
Hidalgo County, Texas
By: D. Dominguez Deputy

STATE OF TEXAS
COUNTY OF HIDALGO:

I THE UNDERSIGNED, OWNER OF THE LAND SHOWN ON THIS PLAT, AND DESIGNATED HEREIN AS THE SUBDIVISION TO HIDALGO COUNTY, TEXAS, AND WHOSE NAME IS SUBSCRIBED HERETO, HEREBY DEDICATE [redacted] ALL STREETS, ALLEYS, PARKS, WATER COURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES THEREON SHOWN. FOR THE PURPOSES AND CONSIDERATION THEREIN EXPRESSED.

Arnold Schatz
ARNOLD SCHATZ, TRUSTEE

STATE OF TEXAS
COUNTY OF HIDALGO:

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED THE ABOVE NAME MENTIONED 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 STATED.
GIVEN UNDER MY HAND AND SEAL OF OFFICE, THIS THE 18th DAY OF June, 19 78

Sandra Byrd
NOTARY PUBLIC SANDRA BYRD, Notary Public
[illegible]

STATE OF TEXAS
COUNTY OF HIDALGO:

I, THE UNDERSIGNED, A REGISTERED PUBLIC SURVEYOR IN THE STATE OF TEXAS, HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECTLY MADE AND IS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND.

Pedro G. Medina
REGISTERED PUBLIC SURVEYOR
McALLEN, TEXAS

THIS PLAT APPROVED BY THE HIDALGO COUNTY WATER IMPROVEMENT DISTRICT No. 5 ON THIS 18th DAY OF June A.D. 1978

Abel C. Ruiz
ASSISTANT Secretary

Oma Pearson
President

File 10-59

AI-42051 **Right of Way 6. A.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Military Highway Water Supply Corporation:
A ten (10) inch DR 25 PVC plastic pressure pipe will be installed along the east side of "I" Road connecting to M.H.W.S.C. existing ten (10) inch water line on the north east corner of the intersection of "I" Road and Dicker Road, then going north along the east side for approx. 7,200 feet.

BACKGROUND

Attachments

Military Highway WSC

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 09:38 AM
Manuel Chapa	Manuel Chapa	12/05/2013 10:00 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Rebecca Gomez Started On: 12/03/2013 02:31 PM

Final Approval Date: 12/06/2013

REVISED JANUARY 2013

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 10th day of December, 2013 does by these presents GRANT, GIVE AND RELINQUISH TO:
Military Highway Water Supply Corporation hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 10 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

1. A ten (10) inch DR 25 PVC plastic pressure pipe will be installed along the east side of "I" Road connecting to M.H.W.S.C. existing ten (10) inch water line on the north east corner of the intersection of "I" Road and Dicker Road, then going north along the east side for approx. 7,200 feet.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 10 in. line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-42090 **Right of Way 6. B.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Rebecca Gomez, RIGHT OF WAY DEPT.

Department: RIGHT OF WAY DEPT.

Information

CAPTION

Agua Special Utility District:

1. Agua SUD proposes to bore 40 ft across North El Pinto Road in Sullivan City, Texas and install a 12" waterline with 20" steel casing. Agua SUD also proposes to relocate 40 ft of the existing 8" waterline on the east side of El Pinto Road in Sullivan City, Texas. The waterline will be moved 6 ft. east of the current location, which will be a total distance of 8 ft. from the pavement.
2. Agua SUD proposes to make 5, 8 ft (L) X 3 ft. (W); partial pavement cuts on the east side of Minnesota Road in Mission, Texas, as shown on the site map. The purpose is to complete previously approved bores and connect to an existing 8 inch waterline that is underneath the pavement.

BACKGROUND

Attachments

Agua SUD

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 04:32 PM
Manuel Chapa	Manuel Chapa	12/05/2013 09:56 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Rebecca Gomez Started On: 12/04/2013 03:53 PM

Final Approval Date: 12/06/2013

REVISED JANUARY 2013

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 10th day of December, 2013 does by these presents GRANT, GIVE AND RELINQUISH TO:
Agua Special Utility District hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 12 inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

1. Agua SUD proposes to bore 40 ft. across North El Pinto Road in Sullivan City, Texas and istall a 12" waterline with 20" steel casing. Agua SUD also proposes to relocate 40 ft. of the existing 8" waterline on the east side of El Pinto Road in Sullivan City, Texas. The waterline will be moved 6 ft. east of the current location, which will be a total distance of 8 ft. from the pavement.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 12" line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

THE STATE OF TEXAS §

COUNTY OF HIDALGO §

That the County of Hidalgo, Texas, acting by and through its Commissioners' Court, by virtue of motion and resolution introduced and adopted by said Commissioners' Court on the 10th day of December, 2013 does by these presents GRANT, GIVE AND RELINQUISH TO:
Agua Special Utility District hereinafter called Permittee, of the County of Hidalgo, Texas, the Right, Privilege and Authority to construct, reconstruct, lay and maintain a 1" inch water/ gas/ sewer/ irrigation line; said line to be constructed of material along the following public road easement held by the Hidalgo County of Hidalgo, Texas upon the conditions, obligations, and requirements as hereinafter set forth, said public road upon which said water/ gas/ sewer/ irrigation line is to be constructed, reconstructed, laid and maintained, described as follows:

1. Agua SUD proposes to make 5, 8ft. (LF) X 3 ft. (W); partial pavement cuts on the east side of Minnesota Road in Mission, Texas, as shown on the site map. The purpose is to complete previously approved bores and connect to an existing 8 inch waterline that is underneath the pavement.

The granting, giving and authorizing of permission for the said aforenamed Permittee to so construct, reconstruct, lay and maintain a 1" line along the above described public road being conditioned that Permittee agrees that:

1. The Permittee will install and shall maintain said pipeline so that the top of the line will always be at least at the minimum depth of forty (40) inches below the flow line of the ditches on either side of said roadway when the pipeline is to be constructed, the Permittee shall contact the Commissioner in the Precinct in which the construction project is located and obtain written instructions, signed by said Commissioner, concerning the location and depth of said line. In this connection, it is agreed and understood that the Permittee will not cut the surface in any manner said public road or any roadway, without first obtaining the written permission of the Commissioners' Court of Hidalgo County, Texas.

2. The Permittee will employ a competent person or firm to do such installation and complete it in accordance with the covenants and conditions herein set forth.

3. Permittee shall stake its line on the location approved by the Commissioner in whose precinct the work is to be done well in advance of beginning its work. Permittee shall contact Commissioner before commencing any work.

4. The Permittee will use all proper caution in performing the work to prevent injury to all persons and property and it will indemnify Hidalgo County against all damages that may be assessed against the County by reasons of the work here permitted and the maintenance of such pipeline.

5. Not withstanding any provision in this Agreement to the contrary, Permittee recognizes that the paramount purpose of the easement and dedication for the said public road is to provide for the establishment and operation of a roadway for the public. Recognizing this as the paramount purpose of the easement and dedication, Permittee agrees that Permitter has the unlimited and unrestricted right to establish, construct, reconstruct and maintain the said public road and to conduct all maintenance for the roadway and all related structures (including but not limited to the maintenance, construction and reconstruction of ditches, drainage pipes, bridges and paving surfaces) without incurring any liability, obligation or duty to Permittee.

AI-42011 **Comm. Court Executive Office 7. A.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Monica Badillo,
EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of 457 plan hardship withdrawal request for employee #127493

BACKGROUND

Attachments

form

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/02/2013 02:03 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Monica Badillo Started On: 11/27/2013 10:38 AM

Final Approval Date: 12/06/2013

SIMPKINS & ASSOCIATES
HARDSHIP REQUEST NOTIFICATION

Please print or type.

Plan Name 457 Plan Employee #127493

Participant Na [redacted] s

Address 280[redacted] **City** Nyssi[redacted]

Social Security [redacted] **Daytime Phone No.** [redacted]

SECTION I – H

I understand that [redacted] be due to financial hardsh[redacted] of the withdrawal i[redacted] and heavy financial nee[redacted] all distributions, othe[redacted]ial hardship, and all other r[redacted] to me under the Plan, as well as all other plans maintained by the Company. I understand that this withdrawal will be taxable as ordinary income in the calendar year in which I receive it. **In addition, a 10% penalty tax will apply unless I am at least 59-1/2 years of age or I use the funds withdrawn to pay certain deducible medical expenses as provided by law.**

IRS rules require that you stop making contributions to the 401(k) Plan for at least 6 months upon taking this hardship withdrawal.

The IRS only allows the following reasons for taking a hardship withdrawal. Check the one that applies to you.

( ) Medical expenses incurred by me, my spouse, or any of my dependents (or any expense necessary to obtain medical care).
( ) Purchase (excluding mortgage payments) of my principal residence.
( ) Payment of tuition, related educational fees, and room and board expenses for the next 12 months of post-secondary education for me, my spouse, my children, or my dependents.
(✓) The need to prevent eviction from or mortgage foreclosure on my primary residence.
( ) Funeral or burial expenses for my parent, spouse, child or dependent.
( ) Repair of casualty damage to my primary residence that would be deductible under IRC Section 165.

Hardship Requested $Full Amount 100% Year-to-date deferrals _____

Total amount deferred since you initially joined the plan $_____

Have you ever taken a hardship before? yes If so what was the amount taken $ not sure

I hereby request a hardship withdrawal from my account. I meet and agree to the requirements above and understand the tax implications of this withdrawal. If I am directing my investment accounts, make the withdrawal based on my current investment direction election. I understand that there may be a fee charged to my account by Simpkins & Associates for processing this request.

PARTICIPANT SIGNATURE X [redacted] Date 11/25/13

SECTION II – Authorized Plan Representative

As the Authorized Plan Representative, I authorize you to perform the ministerial acts relating to the hardship distribution. This request is in compliance with our Plan document.

AUTHORIZED PLAN REPRESENTATIVE X _____ Date _____

SECTION III – Distribution Procedure

- Determine if distribution request complies with all provisions of your plan documents.
- S&A will help facilitate the check as requested above.

Fax request to:
(972) 960-7133

cc 12/10/13

AI-42041 **Tax Refunds 8. A.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Norma Briones, TAX OFFICE

Department: TAX OFFICE

Information

CAPTION

Account Number	Payer	Amount
A5720.00.000.0001.00	David Crook Attorney at Law	$3,319.33
N3020.03.000.0001.00	Davis Dale L Trustee	$12,653.73
S2005.00.000.001A.00	Apple Six Hospitality Texas LP	$4,297.28
S2005.00.000.001A.00	Apple Reit Six, Inc.	$9,793.10
T6355.00.000.0002.00	Property Tax Lending, LP	$22,448.28

BACKGROUND

Attachments

ComCourt12102013

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/03/2013 11:16 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

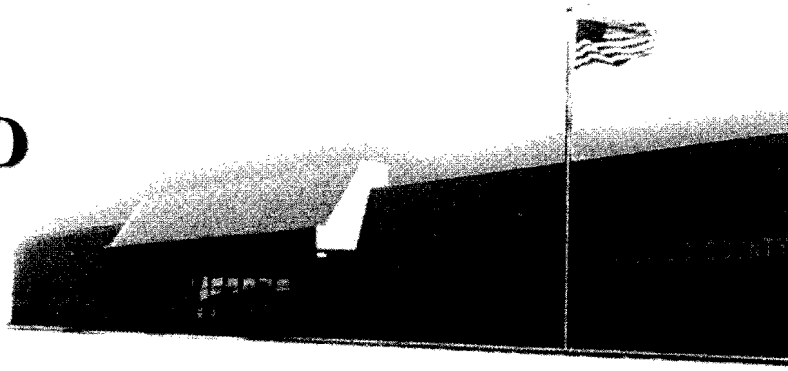
Form Started By: Norma Briones Started On: 12/03/2013 08:35 AM

Final Approval Date: 12/06/2013

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

December 3, 2013

The Honorable Ramon Garcia
Hidalgo County Commissioners
Edinburg, Texas 78539

Re: See attached list

Gentlemen:

The Hidalgo County Appraisal District has made a correction to the tax roll as allowed by Property Tax Code Section 26.15. This correction decreased the tax liability of the property owner(s). Since taxes had been previously paid, our office determined that the tax roll correction resulted in a tax refund over $2,500.00 dollars due to the taxpayer(s). The County Auditor has also agreed with our determination. As a result, I respectfully request that the Commissioner's Court approve the enclosed application(s) for a tax refund as recommended by the County Auditor.

When completed, please return the attached to our office. Thank you for your assistance in this matter.

Respectfully,

Pablo (Paul) Villarreal Jr. RJ

Pablo (Paul) Villarreal, Jr., RTA

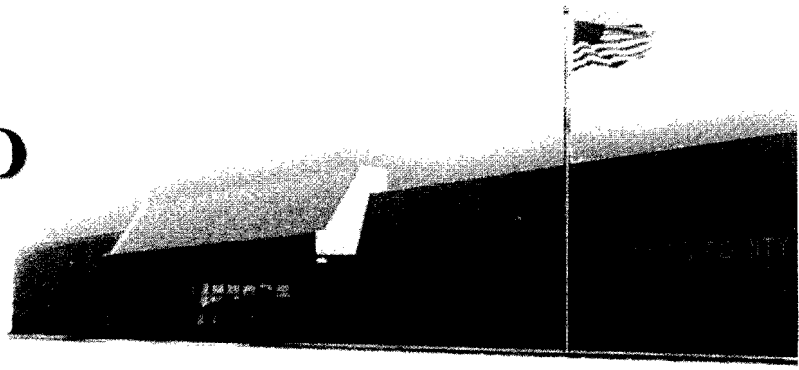
nlr

Enclosure

Office of Tax Assessor - Collector

COUNTY of HIDALGO

Pablo "Paul" Villarreal, Jr. RTA



P.O. Box 178
Edinburg, Texas 78540-0178
Ph. (956) 318-2157
Fax (956) 318-2733
www.hidalgocountytax.org

ACCOUNT NUMBER	PAYER	AMOUNT
A5720.00.000.0001.00	David Crook Attorney at Law	$3,319.33
N3020.03.000.0001.00	Davis Dale L Trustee	$12,653.73
S2005.00.000.001A.00	Apple Six Hospitality Texas LP	$4,297.28
S2005.00.000.001A.00	Apple Reit Six, Inc.	$9,793.10
T6355.00.000.0002.00	Property Tax Lending, LP	$22,448.28

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
GARZA ARNULFO J (PAID BY: DAVID CROOK ATTORNEY AT LAW)

Present mailing address *(number and street)*
8717 S CAGE BLVD

City, town or post office, state, ZIP code
PHARR, TX 78577

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): ARNULFO GARZA LOT 1

Step 2: Describe the property

Address or location of property:

612814

Account number of property:
A5720.00.000.0001.00

Tax receipt number:
OR 24017717

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2013	10/31 / 2013	$ 12,054.33	$ 3,319.33
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 3,319.33

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP# 1

SUBMITTED / ENTERED WRONG

NR

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature — Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: AM 12-2-13
12-2-13

sign here — Authorized officer — Date 12/2/13

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)* — Date 11-22-13

11/21

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
DAVIS DALE L TRUSTEE

Present mailing address *(number and street)*
2290 W PIKE BLVD STE 200

City, town or post office, state, ZIP code
WESLACO, TX 78596

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): NOLANA TOWN CENTER PH 3 LOT 1 EXC

Step 2: Describe the property

W735.39-S65

Address or location of property:

619609

Account number of property:
N3020.03.000.0001.00

OR

Tax receipt number:
23900300/23900301

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2013	10/25 / 2013	$ 44,288.03	$ 12,653.73
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 12,653.73

Taxpayer's reason for refund *(attach supporting documentation)*: SUPP# 1

WRONG LAND RATE APPLIED

NR

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 12-2-13

sign here — Authorized officer

Date: 12/2/13

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date: 11-22-13

11/12

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
APPLE SIX HOSPITALITY TEXAS LP

Present mailing address *(number and street)*
814 E MAIN ST

City, town or post office, state, ZIP code
RICHMOND, VA 23219

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): SAVANNAH PARK LOT 1A

Step 2: Describe the property

Address or location of property:

596931

Account number of property:
S2005.00.000.001A.00

OR

Tax receipt number:
17672132

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2010	01/24 / 2011	$ 79,780.69	$ 4,297.28
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 4,297.28

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER # C-2860-10-G

(Per Order Pay by 12-17-2013)

NR

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: 11-27-13

sign here — Authorized Office

Date 12/2/13

Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here

Date 11-22-13

11/21

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
APPLE SIX HOSPITALITY TEXAS LP (PAID BY: APPLE REIT SIX, INC.)

Present mailing address *(number and street)*
814 E MAIN ST

City, town or post office, state, ZIP code	Phone *(area code and number)*
RICHMOND, VA 23219	

Legal description (or attach copy of the tax bill or tax receipt): SAVANNAH PARK LOT 1A

Step 2: Describe the property

Address or location of property:

596931

Account number of property: S2005.00.000.001A.00 OR Tax receipt number: 22655605

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2012	01/28 / 2013	$ 96,063.85	$ 9,793.10
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 9,793.10

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER # C-2860-10-G

(Per Order Pay by 12-17-2013)

NR

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

12/4/13

sign here — Signature — Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

AUDITED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: RM 12-2-13
J. C 12.2.13

sign here — Authorized officer — Date 12/2/13

Collector(s) for taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

sign here — Date 1-22-13

11/21

APPLICATION FOR TAX REFUND

Collection office name	Collecting tax for: (Tax Units)
HIDALGO COUNTY TAX OFFICE	GHD-SST-DR1-FD1-FD2-FD3-FD4-CAN-CLV-CMS-CPN-CPO-CWL-SEB-SLV-SML-SMS-SSL-SWL-JCC
Present mailing address *(number and street)* P O BOX 178	
City, town or post office, state, ZIP code EDINBURG TX 78540-0178	Phone *(area code and number)* (956) 318-2157

To apply for a tax refund, the taxpayer must complete the following

Step 1: Owner's name and address

Owner's name
VI RAM 6901-I40 / AMARILLO TEXAS LTD (PAID BY: PROPERTY TAX LENDING, LP)

Present mailing address *(number and street)*
2508 E INTERSTATE 40

City, town or post office, state, ZIP code
AMARILLO, TX 79103

Phone *(area code and number)*

Legal description (or attach copy of the tax bill or tax receipt): TOWN CENTER LOT 2

Step 2: Describe the property

Address or location of property:

611301

Account number of property:
T6355.00.000.0002.00

OR

Tax receipt number:
22854064

Step 3: Give the tax payment information

Name Of Taxing Unit from Which Refund is Requested	Year for Which Refund is Requested	Date of the Tax Payment	Amount of Taxes Paid	Amount of Tax Refund Requested
1. ALL ENTITIES	2012	01/31 / 2013	$ 62,967.78	$ 22,448.28
2.		/	$	$
3.		/	$	$
4.		/	$	$
5. TOTAL		/	$	$ 22,448.28

Taxpayer's reason for refund *(attach supporting documentation)*: COURT ORDER # C-1115-13-G

(Per Order Pay by 12-17-2013)

NR

Step 4: sign the form

"I hereby apply for the refund of the above-described taxes and certify that the information I have given on this form is true and correct."

sign here — Signature

Date of application for tax refund

If you make a false statement on this application, you could be found guilty of a Class A misdemeanor or a state jail felony under Texas Penal Code Section 37.10.

Step 5: Tax refund Determination

This tax refund is ☑ Approved ☐ Disapproved

APPROVED BY: THE HIDALGO COUNTY AUDITOR'S OFFICE
DATE: ON 11-26-13

sign here — Authorized officer

Date 12/2/13

sign here — Collector(s) of taxing unit(s) for refund applications over *(insert amount for which governing body approval is required under Section 31.11, tax code)*

Date 11-22-13

11/21

AI-42058 **Budget and Management 9. A.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Flora Vazquez, HEALTH BENEFITS

Department: HEALTH BENEFITS

Information

CAPTION

Self-Funded (2202) Requesting approval of reimbursement of the Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of 11/01-30/2013 in the amount of $122,163.60 and requesting approval of wire transfer.

BACKGROUND

Attachments

Invoice 11-1-15-2013

Breakdown by Org 11-01-15-2013

Invoice 11-16-30-2013

Breakdown by Org 11-16-30-2013

attachment

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/04/2013 09:43 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Flora Vazquez Started On: 12/03/2013 04:21 PM

Final Approval Date: 12/06/2013

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

November 18, 2013

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 92677

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 11/1-11/15/13 (Check#515442-515616) are in accordance with out contract with Hidalgo County Exhibit A, dated July 1st	72,903.47
TOTAL CURRENT CHARGES	$ 72,903.47
Previous Balance Due	$ 76,783.81

Payments and Credits

11/18/13	Payment received - thank you	76,783.81CR
	Total Payments and Credits	$ 76,783.81CR
	Total Balance Due	$ 72,903.47

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 11/1-11/15/13

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	65				21,087.77
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	274				51,815.70
					Grand Total:	339				72,903.47

Tristar Risk Management
100 Oceangate Suite #700
Long Beach, CA 90802
(562) 495-6600
TIN: 95-2791831

December 2, 2013

Hidalgo County Workers Compensation Fund
2818 S. Bus Hwy. 281
Edinburg, TX 78539
Flora Vazquez
Director of Risk Management

L HIDAL.WC1
Invoice Number: 92737

Loss Replenishment

Re: Workers Compensation

Tristar Risk Management hereby certifies that the attached billings for Losses Paid 11/16-11/30/13 (Check#515617-515767) are in accordance with out contract with Hidalgo County Exhibit A, dated July 1st	49,260.13
TOTAL CURRENT CHARGES	$ 49,260.13
Previous Balance Due	$ 72,903.47
Total Balance Due	$122,163.60

Due Upon Receipt

If you have any questions or need wire instructions, please call:
(562) 495-6600 ext 1028 to speak with Amanda McClure or ext 1048 to speak with Annette Rivas

Custom Payment Total

Hidalgo County WC losses paid 11/16-11/30/13

Processed	Check Date	Chk/Vchr #	Claim Number	Claimant	Incident	Transaction Type	Payee	Dates of Service	Method	Amount
Alternate Organization 1 : Headstart										
					Alternate Organization 1 Total:	44				13,751.92
Alternate Organization 1 : Hidalgo County										
					Alternate Organization 1 Total:	254				35,508.21
					Grand Total:	298				49,260.13

HIDALGO COUNTY DEPT. OF BUDGET & MANAGEMENT/EMPLOYEE BENEFITS DIVISION
CERTIFICATION OF WORKERS' COMP CLAIMS PAID BY TRISTAR RISK MANAGEMENT
FOR THE PERIOD OF: November 01-30, 2013 .

Hidalgo County's Self-Funded Workers' Compensation, Third Party Administrator (TPA)
TRISTAR RISK MANAGEMENT has submitted to my office a request to reimburse the County's Claims Paying account in the amount of $ 122,163.60 .

TRISTAR is certifying to my office that it has paid Workers' Compensation Claims on behalf of injured employees:

	Losses Paid for Period: 11/01-15/2013 (Check# 515442-515616)	Losses Paid for Period: 11/16-30/2013 (Check# 515617-515767)	
1). Hidalgo County	$ 51,815.70	$ 35,508.21	
2). Hidalgo County Headstart Program	$ 21,087.77	$ 13,751.92	
3). Community Service Agency			
4). Drainage District #1	$ -	$ -	
	$ 72,903.47	$ 49,260.13	$ 122,163.60

Total Reimbursement requested by TRISTAR RISK MANAGEMENT:

Hidalgo County Department of Budget & Management/Employee Benefits Division is requesting approval of this payment on the Commissioner's Court Agenda of December 10, 2013 .

Initial amount advanced by Commissioner's Court to TRISTAR RISK MANAGEMENT to pay claims:
$ < 150,000.00 >

Balance left in the Hidalgo County Workers' Compensation Fund at Citizens Business Bank
(estimate) $ 27,836.40

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

* All the claimants are in fact employees of Hidalgo County, Drainage District No. 1, Hidalgo County Headstart Program, and Community Service Agency.
* All fees to vendors are appropriate for the type of service provided.
* All fees paid to Hidalgo County for salary continuation were in fact received by Hidalgo County, and have been received by my department and deposited with the Hidalgo County Treasurer's Office and credited to the corresponding salary account. I have forwarded a copy of the Treasurer's receipts for each check shown as issued to Hidalgo County.
* All types of expenditures reflected on this claim report are appropriate for the Hidalgo County Workers' Compensation Fund (Escrow Fund).
* The Office of the County Auditor will receive a copy of the monthly bank statement for the Hidalgo County Workers' Compensation Bank Account (held at Citizens Business Bank in California) no later than the 10th day of the following month.

Flora Vasquez — Employee Benefits Director — Date 12/03/2013

Budget Officer — Date 12/03/2013

Commissioner's Court Approval — Date

AI-41894 **Budget and Management 9. B.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted By: Angelica M. Tapia, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

1. Approval of reimbursement in the amount of $786,864.13 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 11/09/13 to 11/22/13.

11/09-15/13	$325,548.48
11/16-22/13	$461,315.65
TOTAL	$786,864.13

2. Approval of wire transfer to cover claims paid.

BACKGROUND

Attachments

BCBS 11/9-15/13

BCBS 11/16-22/13

Invoices

Certification

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/05/2013 05:05 PM
Glinda Pacheco	Glinda Pacheco	12/06/2013 08:41 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Angelica M. Tapia Started On: 11/20/2013

Final Approval Date: 12/06/2013

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **11/09/2013 to 11/15/2013**

SECTION			
0001-0011	HIDALGO COUNTY	$	220,873.61
0002-0012	HEAD START	$	73,851.78
0003-0013	APPRAISAL DISTRICT	$	9,051.32
0004-0014	COMMUNITY SERVICE AGENCY	$	1,895.18
0005-0015	DRAINAGE DISTRICT NO.1	$	10,784.24
0006-0016	RETIREES	$	8,942.66
9001-9002	COBRA	$	149.69
	STOP LOSS	$	-
	TOTAL	$	325,548.48

BlueCross BlueShield of Texas

Group # 021185 **HIDALGO COUNTY**
Settlement ID: **TX433010006**
Processed Date
Period **11/16/2013 to 11/22/2013**

SECTION			
0001-0011	HIDALGO COUNTY	$	262,061.20
0002-0012	HEAD START	$	152,216.54
0003-0013	APPRAISAL DISTRICT	$	2,438.77
0004-0014	COMMUNITY SERVICE AGENCY	$	1,182.57
0005-0015	DRAINAGE DISTRICT NO.1	$	7,561.53
0006-0016	RETIREES	$	34,772.55
9001-9002	COBRA	$	1,082.49
	STOP LOSS	$	-
	TOTAL	$	461,315.65

BlueCross BlueShield of Texas

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 11/09/2013 - 11/15/2013 Process Date: 11/15/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 11/09/2013 - 11/15/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$2,146,157.38	$220,873.61	$51,250.76	$0.00	$169,622.85	2,475
TX433	01	002	HEAD START	$182,483.04	$73,851.78	$16,955.55	$0.00	$56,896.23	536
TX433	01	003	APPRAISAL DISTRICT	$19,651.31	$9,051.32	$7,491.34	$0.00	$1,559.98	77
TX433	01	004	COMMUNITY SERVICE	$4,005.80	$1,895.18	$583.79	$0.00	$1,311.39	32
TX433	01	005	DRAINAGE DISTRICT	$29,806.29	$10,784.24	$3,298.02	$0.00	$7,486.22	157
TX433	01	006	RETIREES	$29,414.78	$8,942.66	$3,838.98	$0.00	$5,103.68	112
TX433	01	007	COBRA	$3,087.70	$149.69	$149.69	$0.00	$0.00	4
			STOPLOSS	($35,098.13)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$2,414,606.30	$325,548.48	$83,568.13	$0.00	$241,980.35	3,393
			STOPLOSS Total	($35,098.13)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$2,379,508.17	$325,548.48	$83,568.13	$0.00	$241,980.35	3,393

BlueCross BlueShield of Texas

Invoices - Invoice Details

BARS Number: TX433010006 - HIDALGO COUNTY

Invoice Period: 11/16/2013 - 11/22/2013 Process Date: 11/22/2013

Invoice Detail

Invoice Detail summarizes claims activity by association.

Claim Period: 11/16/2013 - 11/22/2013

Cust Nbr	Set Nbr	ASC Nbr	Association Name	Total Claims Month To Date	Total Claims Week To Date	Drug Claims	Dental Claims	All Claims But Drug, Dental	Claim Count
TX433	01	001	HIDALGO COUNTY	$2,408,218.58	$262,061.20	$59,872.64	$0.00	$202,188.56	2,632
TX433	01	002	HEAD START	$334,699.58	$152,216.54	$7,869.19	$0.00	$144,347.35	817
TX433	01	003	APPRAISAL DISTRICT	$22,090.08	$2,438.77	$880.85	$0.00	$1,557.92	65
TX433	01	004	COMMUNITY SERVICE	$5,188.37	$1,182.57	($552.30)	$0.00	$1,734.87	32
TX433	01	005	DRAINAGE DISTRICT	$37,367.82	$7,561.53	$744.86	$0.00	$6,816.67	106
TX433	01	006	RETIREES	$64,187.33	$34,772.55	$4,121.37	$0.00	$30,651.18	100
TX433	01	007	COBRA	$4,170.19	$1,082.49	$22.19	$0.00	$1,060.30	12
			STOPLOSS	($35,098.13)	$0.00	$0.00	$0.00	$0.00	0
			Customer Total Claims	$2,875,921.95	$461,315.65	$72,958.80	$0.00	$388,356.85	3,764
			STOPLOSS Total	($35,098.13)	$0.00	$0.00	$0.00	$0.00	0
			Customer Grand Total	$2,840,823.82	$461,315.65	$72,958.80	$0.00	$388,356.85	3,764

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

FOR THE PERIOD OF **November 9, 2013 thru November 22, 2013**

Hidalgo County's Self-Funded Health Insurance, Third Party Administrator (TPA) Blue Cross Blue Shield of Texas, has submitted to my office a request to reimburse the County's CLAIMS PAYING ACCOUNT in the amount of **$786,864.13**.

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

Total Reimbursement Requested by Blue Cross Blue Shield of Texas for dates 11/09/2013 to 11/22/2013 is $786,864.13.

Dept. of Budget & Management Employee Benefits Division is requesting approval of this payment on the Commissioners' Court Agenda of December 10, 2013.

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

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

Flora Vaygy — Employee Benefits Director — 12/5/2013 — Date

Dept. of Budget & Management Budget Officer — 12/05/2013 — Date

Commissioner's Court Approval — Date

AI-42140 **Purchasing Department 10. A.**

CC CONSENT

Meeting Date: 12/10/2013

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

Department: COMM. PCT. #4

Information

CAPTION

Acceptance and approval of request for payment of Invoice # 11324659 for $44,895.00 through Work Authorization No. 1 submitted by L&G Engineering for FM2220 (Ware Rd.) Project under contract # C-13-178-08-20 (PO# 696996).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1315-431-00-124-135-0-841

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

BUDGETARY IMPACT:

Funding available as of 12-6-13
PO# 696996

Attachments

L&G Inv

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	12/06/2013 03:21 PM
Manuel Chapa	Manuel Chapa	12/06/2013 03:37 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Veronica Lopez Started On: 12/05/2013 04:46 PM

Final Approval Date: 12/06/2013

L&G Engineering
Transportation Consultants

December 2, 2013

Commissioner Joseph Palacios
Hidalgo County Precinct 4
1051 N. Doolittle Rd
Edinburg, TX 78542

RECEIVED
DEC 05 2013
BY: .....

RE: FM 2220 (Ware Rd.) Project – Work Authorization No. 1
Limits: from Mile 3 N (FM 1924) to Mile 5 N (FM 676)
PO#696996 - L&G Project#130701

Dear Commissioner Palacios:

Attached for your approval is our invoice for services rendered for the month of November 2013.
- L & G's Invoice (and sub consultant invoice, if applicable)
- Exhibit C – Work Schedule

This work authorization consist of engineering services required for the preparation of Environmental Assessment, Public Involvement and to complete the ROW Map for the FM 2220 (Ware Road) project from Mile 3 N (FM 1924) to Mile 5 N (FM 676). The following is a narrative of the progress report for this work authorization.

Work Authorization #1

FC 12001 – ENVIRONMENTAL ASSESSMENT REPORTS		**% Complete**
L&G submitted the Biological Impact Evaluation (BIE) report to TxDOT on 11/27/13. L&G is awaiting comments from TxDOT on other reports submitted previously to TxDOT.	**L&G**	**25%**
FC 12002 – PUBLIC INVOLVEMENT		
L&G coordinated with TxDOT after the public meeting and met with them to discuss the comments received before, during and after the public meeting as to how to proceed with the project and move forward. This task is considered complete.	**L&G**	**100%**
FC 12007 – ARCHEOLOGICAL/HISTORICAL RESEARCH		
L&G clearance on the archeological aspect of the project design. L&G is awaiting approval from TxDOT/ENV on the Historical research design to schedule a survey on the project.	**L&G**	**50%**
FC 12008 – ENGINEERING TECHNICAL SUPPORT FOR PUBLIC MEETING		
This task is complete.	**L&G**	**100%**
FC 12009 – ENGINEERING TECHNICAL SUPPORT FOR PUBLIC MEETING/HEARING FOR ROW ACQUISITION		
L&G met with the Hidalgo County PCT #4 Commissioner on a weekly basis to provide a status on the continuous activities and the progress of the project. In addition, L&G staff met with Commissioner Palacios' staff on 11/14/13 and provided a full detail on the status of the project and the public involvement of the project.	**L&G**	**25%**
FC 13002 – RIGHT-OF-WAY MAP		
L&G coordinated between ROW & TxDOT to obtain the 2008 ROWSS Map. L&G coordinated and scheduled a meeting with TxDOT and ROW on November 12, 2013 to	**L&G**	**30%**

to discuss the right-of-way map and discussed the parcel counts and checklist.		
FC 13020 – RIGHT-OF-WAY MAP – SUB		
ROWSS met with L&G Engineering to continue coordinate as per the project scope. ROWSS coordinated with TxDOT to obtain Horizontal Control Information from Surveyor under function 150. ROWSS coordinated with L&G/TxDOT to obtain 2008 ROWSS Map. ROWSS coordinated with MWM Design Group (TxDOT Surveyor) to discuss alignment set and developed by TxDOT. Continued to develop deed files, recovered property corners, began to develop blueline map, found and verified existing control in the field, researched individual parcels, and met with TxDOT to discuss final deliverable of ROWSS Map and parcel checklist.	**ROWSS**	**30%**

Should you have any questions or require additional information, please give me a call at (956) 585-1909.

Sincerely,
L&G Engineering

Velma N. Garcia
Project Manager

Attachments

L & G Consulting Engineers Inc
2100 W. Expressway 83
Mercedes, TX 78570
(956) 565-9813 Fax (956) 565-9018

INVOICE #: 11324659
INVOICE DATE: 11/30/13

RECEIVED
DEC 05 2013
BY: VZ

BILL TO: 84
Hidalgo County Pct #4
c/o Commission Joseph Palacios
1051 N. Doolittle Rd.
Edinburg, TX 78541

JOB: 130701
FM 2220 (Ware Rd.) Project
WA#1 - PO#696996
Mile 3N to Mile 5N

Engineering services for the month of November 2013.

DESCRIPTION	CONTRACT	PREVIOUS APPLICATIONS	CURRENT COMPLETED	TOTAL COMPLETED	% COMPL	BALANCE TO FINISH
12001-EA Reports	120,000.00	26,400.00	3,600.00	30,000.00 ✓	25.0	90,000.00
12002-Pub Involvment	25,000.00	10,000.00	15,000.00	25,000.00 ✓	100.0	
12007-Arch/Hist Res	35,000.00	12,250.00	5,250.00	17,500.00 ✓	50.0	17,500.00
12008-Eng Tech Mtgs	25,000.00	25,000.00		25,000.00 ✓	100.0	
12009-Eng Tech/ROW	25,000.00	5,000.00	1,250.00	6,250.00 ✓	25.0	18,750.00
13002-ROW Mapping	40,700.00 ✓	10,175.00	2,035.00	12,210.00 ✓	30.0	28,490.00
13020-ROW Map/Sub	118,400.00 ✓	17,760.00	17,760.00	35,520.00 ✓	30.0	82,880.00
TOTALS:	389,100.00	106,585.00	44,895.00 ✓	151,480.00	38.9	237,620.00 ✓

PROJECT MANAGER'S SIGNATURE

ORIGINAL CONTRACT SUM	$	389,100.00
CHANGE BY CHANGE ORDER	$	0.00
CONTRACT SUM TO DATE	$	389,100.00
TOTAL COMPLETED TO DATE	$	151,480.00
LESS PREVIOUS INVOICES	$	106,585.00
CURRENT PAYMENT DUE	$	44,895.00 ✓

Invoice Received By: on 12/5/13
Goods/Services Received By: on 11-1-13 to 11-30-13

3-1315 431-00-12413-5-0- 841
Pct. # 1046
Pur. Req. # 240672
P.O. # 696996

R. O. W. SURVEYING SERVICES

RECEIVED
DEC 05 2013
BY: VZ

November 19, 2013

Jacinto Garza
President/CEO
Attn: Velma Garcia, Project Manager
2100 W. Expressway 83
Mercedes, Texas 78570

RE: Invoice #13-1012
ROW Map, Parcel Surveys, Metes and Bounds Descriptions, and Title Reports
FM 2220
Work Authorization #3
Limits: from Mile 3 (FM 1924) to Mile 5 (Auburn Rd.)

Dear Mr. Garza:

Attached for your approval is our invoice for services rendered for the month of June 2013.

- ROW'S Invoice
- Exhibit C – Work Schedule
- Progress Report #2

FC 130 - ROW MAP	Contract Amount	Invoice to Date	Paid to Date	Current Amount Due	Contract Balance	Percent Complete
ROW Map, Parcel Surveys, Metes and Bounds Description, and Title Reports	$118,400 ✓	$17,760	$ -	$17,760 ✓	$82,880	30% ✓
			Total Due	$17,760		

543
130701
13020

Make Checks Payable to: **ROW Surveying Services**

Thank you for your business. Should you have any questions or require additional information, please do not hesitate to give me a call at (956) 451-2670.

Sincerely,

Julio Cerda, P.E.
President/CEO

Cc: Drew Mawyer, RPLS, Vice President

Client: Hidalgo County Pct. #4

EXHIBIT C
Project Work Schedule
FM 2220 (Ware Rd)
From FM 1924 (Mile 3) to Mile 5 N (FM 676)
Length = 2.0 miles

RECEIVED
DEC 05 2013
BY: VZ

TASK AND DESCRIPTION	ENTITY	2013					2014												2015												2016						
		AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL
Phase I: Project Development																																					
Environmental Work																																					
County Hires Eng Consultant for EA Work	County																																				
TxDOT's First Public Meeting	TxDOT																																				
EA Document	County																																				
Environmental Decision	TxDOT																																				
ROW Map																																					
ROW Map Development	County																																				
Phase II: ROW Acq (Est. 37 Parcels)																																					
TxDOT Release of ROW																																					
ROW Release	TxDOT																																				
ROW Acquisition																																					
County Acquires ROW (Est. 37 Parcels)	County																																				
Compensable Utilities Adjustment																																					
Adjust Utilities	County																																				
Phase III: Construction																																					
Project Letting																																					
TxDOT Advertise for Letting	TxDOT																																				
Let Project (Est. Earliest Date: July 2016)	TxDOT																								Estimated 37 Months Construction Duration												

HIDALGO COUNTY FUNCTION
TXDOT FUNCTION

4:38 PM11/20/2013

AI-42104 **Purchasing Department 10. B.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Martha L. Salazar Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the option to renew/extend for a one (1) year extension (as permitted in contract) with Bio-Ops, LLC, under the same rates, terms and condition for: "Bio Hazardous Waste Disposal Services" for Hidalgo County.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-4XX-XX-XXX-00X-0-421

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

BUDGETARY IMPACT:

This is a countywide contract on an "as needed" basis. This contract is mainly used by the Jail, Health Dept, and WIC

Possible funding source is obj. 421 "Disposal"

Attachments

Letter of Extension

Insurance

CURRENT INSURANCE

Letter of Extension-Signed

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2013 09:51 AM
Budget & Management	Debbie Tamez	12/06/2013 10:34 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Rocio Villarreal Started On: 12/04/2013 05:08 PM

Final Approval Date: 12/06/2013

PURCHASING DEPARTMENT
County Of Hidalgo

December 5, 2013

CERTIFIED MAIL
7099 3220 0002 9744 7799
Via-Facsimilie (956) 287-4907
aj@bio-ops.net

Bio-Ops, LLC
Armando W. Ramirez, Jr., Owner/President
PO Box 1985
Edinburg, Texas 78540

Re: Extension of Agreement No. C-11-233-12-06-Bio-Hazardous Waste Pickup & Disposal Services

Dear Mr. Ramirez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of December 10, 2013, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Friday, December 6, 2013,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us.

By: _____ **Date:** _____

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,

Rocio Villarreal
Contracts Manager

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

BIOHAZARDOUS WASTE DISPOSAL SERVICES
C-11-233-12-06

THIS BIO-HAZARDOUS WASTE DISPOSAL SERVICES AGREEMENT ("Agreement") is made and entered into as of **the 6th day of December, 2011** between the County of Hidalgo, Texas ("County") and **Bio-Ops, LLC** a Texas Limited Liability Company ("Contractor").

W I T N E S E T H:

Whereas, County has requested that prospective bidders submit request for bids for the collection and disposal of waste materials generated by Hidalgo County Health and Humans Services, the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics in accordance with all applicable local, state and federal laws and regulations, pursuant to the terms and conditions of that certain Request for Bids Procurement Packet for Bio-hazardous Medical Waste Disposal Services a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes (the "RFB"); and

Whereas, Contractor has submitted a request for bids to provide such services, a copy of which is attached hereto as Exhibit "B" (the "Bid Page"); and

Whereas, County has determined that Contractor's Request for Bids constitutes the lowest and best bid for such services pursuant to the RFB; and

Whereas, the parties hereto now wish to reduce to writing their agreement for the purposes herein stated.

Now, therefore, for and in consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Contractor will provide collection services for all by Hidalgo County Health and Humans Services, the WIC Program, the Adult Detention Facility, Juvenile Probation Department, and all Mobile Clinics on an "on call" for a term of one (1) year from beginning December 14, 2011 and ending December 13, 2012, with the option to extend for two (2) one (1) year periodds at the same rates, terms, and conditions. County reserves the right to continue this bid for an additional sixty (60) day Grace Period at the end of the contract term for unforeseen delay in award of new bid for next contract term.

2. Each County department or program covered hereby will assemble its medical waste (as defined in 30 TAC '330.2) in the dedicated medical waste containers/boxes provided by Contractor at no additional cost to the County prior to the scheduled pick up time. The charge for the collection and disposal of the waste containers/boxes and contents shall be Twenty 00/100ths Dollars ($20.00) per container/box. Contractor will bill County on a monthly basis for waste received during the preceding calendar month.

3. Contractor will be responsible for all tracking and manifest documentation procedures for the medical waste, which Contractor represents and warrants are in compliance with its permits and all applicable laws and regulations. Upon acceptance of the waste by Contractor and execution of a manifest by County's authorized representative, Contractor is granted all right, title and interest to the waste. Procedures subsequent to Contractor's acceptance of the containers and waste will comply with applicable permits and local, state and federal regulations regarding the handling and disposition of medical waste materials.

4. Contractor shall furnish proof of insurance (Exhibit "C") in at least the following limits, to be in place prior to providing any services under this Agreement and continuing at all times in force and effect during the term of this Agreement:

   A. A $500,000 general liability policy with limits of at least $100,000/$300,000 in accordance with the Texas Tort Claims Act;
   B. Workers compensation insurance as required by applicable law;
   C. Certificates of insurance shall be submitted to the County, naming it as an additional named insured, for approval prior to the award and execution of this Agreement;
   D. Each policy of insurance required hereunder shall extend for a period equivalent to the term of this Agreement, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County Judge prior to the cancellation of any such coverage on the termination date or otherwise; and
   E. This Agreement shall be automatically suspended upon the cancellation or other termination of any required policy of insurance hereunder.

5. Contractor represents and warrants that it possesses any and all necessary permits or licenses required under any applicable federal, state or local laws, regulations or ordinances for the operation of a medical waste collection and disposal service in accordance with the Specifications and Proposal, and that it will conduct its operations in full compliance with such permits or licenses and laws, regulations or ordinances. Contractor will notify County immediately upon the termination, cancellation, revocation or suspension of such permits or licenses, in which event County may, in its sole discretion, immediately terminate this Agreement. Contractor further represents and warrants that there are no current pending legal or administrative proceedings relating to its conduct of medical waste collection and transport operations or the disposal of medical waste. In addition, Contractor will notify

County within 3 business days of the filing of any legal or administrative proceeding affecting or in any manner related to its operations of a medical waste collection and transport business or the waste disposal facility.

6. Contractor will indemnify and hold County harmless from any and all claims, actions, liability and expenses (including costs of judgments, settlements, court costs, and attorneys' fees, regardless of the outcome of such claim or action) caused by, resulting from, or alleging negligent or intentional acts or omissions or any failure to perform any obligation undertaken or any covenant in this Agreement, whether such act, omission or failure was Contractor=s or that of any person providing services hereunder by or through Contractor. Upon written notice from County, Contractor will resist and defend at its own expense, and by counsel reasonably satisfactory to County, any such claim or action.

7. **Miscellaneous Provisions**

7.01 **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.

7.02 **No Waiver**. No waiver by County of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

7.03 **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 County and Contractor, and not otherwise.

7.04 **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.

7.05 **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 County:	Hidalgo County Attn: County Judge 1615 S. Closner, Suite J Edinburg, Texas 78539
If to Contractor:	Bio-Ops, LLC Attn: Armando W. Ramirez, Jr. PO Box 1985 Edinburg, Texas 78540

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

7.06 **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.

7.07 **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.

7.08 **Assignment.** This Agreement shall not be assignable.

7.09 **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.

7.10 **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

7.11 **Authority to Execute**. The execution and performance of this Agreement by County and Contractor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and Contractor in accordance with its terms.

7.12 **Termination.** This Agreement may be terminated by Hidalgo County without cause upon thirty (30) days written notice.

7.13 **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).

In witness where of, the parties have executed this Agreement effective as of the day and year first above written.

COUNTY OF HIDALGO, TEXAS

Ramon Garcia, County Judge

Approved by Commissioners' Court
on 12/6/11 RO

Company: Bio-Ops, LLC

By: _____

Printed Name: A. RAMIREZ

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____

EXHIBIT "A"

REQUEST FOR BIDS (RFB)
PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

September 12, 2011

Bidder's name

Address

City

State, Zip Code

Re: HIDALGO COUNTY
REQUEST FOR BID: *"Bio-Hazardous Waste Disposal Services"*
Bid No.: 2011-233-09-28-SMA

Dear Prospective Bidders:

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

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sma
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
"BIO-HAZARDOUS WASTE DISPOSAL SERVICES"
BID NO.: 2011-233-09-28-SMA

1. **Request for Bid Letter, consist of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of __8__ pages.**
3. **Exhibit "A"- Specifications/Requirements, consisting of__7__ pages.**
4. **Exhibit "B"-Bid Page, consisting of __2__pages.**
5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
6. **Exhibit "D"-Conflict of Interest, consist of __1__ page.**
7. **Bidders Application and Tax Form W-9, consisting of __6__ pages.**
8. **Certification Regarding Debarment consists of __1__page.**
9. **Draft Services Contract, consisting __5__ pages.**

The above mentioned items shall be found in the Request for Sealed Quotes (RFSQ) packet that is attached herewith in. Should you find that any of the items are not attached in its entirety please contact Sandra Montalvo @ Hidalgo County Purchasing Department by calling (956) 318-2626 or e-mail sandra.montalvo@co.hidalgo.tx.us to advise of 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

September 12, 2011
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

REQUEST FOR BIDS

Hidalgo County

"Bio-Hazardous Waste Disposal Services"

BID NO: 2011-233-09-28-SMA

Bid No: 2011-233-09-28-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626 Ext. 4865

REQUEST FOR BIDS

HIDALGO COUNTY

"Bio-Hazardous Waste Disposal Services"

OPENING DATE:

September 28, 2011 @ 9:30a.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-Bio-Hazardous Waste Disposal 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. All sealed 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: **"RFB NO. 2011-233-09-28-SMA- *Hidalgo County-Bio-Hazardous Waste Disposal 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 28, 2011.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY BID 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 BID.

   Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item 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 card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:** (if applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, 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 No. (if any)
  d) Notation- ***Hidalgo County-Bio-Hazardous Waste Disposal Service"*** 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, CPA, County Auditor
2809 S. Bus. Hwy 281
Edinburg, Texas 78539

(956) 318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening 9:30 P.M.	**September 28, 2011**
Award of Contract	_____, 2011
Commence Work or Deliver Products	_____, 2011

18. BID OR PERFORMANCE BOND; PAYMENT UNDER CONTRACT (if applicable for public works projects):

- If the contract proposed is for the construction of public works or is for a contract 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.

- 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/coasintr.html . If the bidder is not incorporated in 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
"BIO-HAZARDOUS WASTE DISPOSAL SERVICES"

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"

SPECIFICATIONS/REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County

"Bio-Hazardous Waste Disposal Services"

BID NO: 2011-233-09-28-SMA

EXHIBIT "A"
SPECIFICATIONS/REQUIREMENTS
HIDALGO COUNTY
"Bio-Hazardous Waste Disposal Services"
RFB NO. 2011-233-09-28-SMA

PROJECT OVERVIEW:

Hidalgo County is soliciting bids for the Pickup and Disposal of *"Bio-Hazardous Waste Disposal Services for Hidalgo County Departments"* on an as needed basis but not limited to the following:

SPECIFICATIONS/REQUIREMENTS, TERMS & CONDITIONS:

1) Vendor must be registered with the Texas Commission of Environmental Quality (TCEQ) as a transporter of untreated medical waste an insured to handle, transport, treat, and dispose of all applicable biohazard medical waste products

2) Vendor shall have a minimum of three (3) years of experience in the frilled of Medical Waste Removal and Disposal Services. The company should be actively engaged in the service of pick-up and disposal of contaminated infectious, regulated bio-hazardous and /or medical waste

3) Vendor must identify the landfill site to which waste materials are to be delivered. In the event vendor is not the owner or operator of the landfill site, vendor must provide Hidalgo County with copies of documents authorizing vendor to dispose of bio-hazardous medical waste materials in such landfill.

4) Vendor must provide a copy of the current permit of the landfill site issued by the **Texas Commission on Environmental Quality** evidencing authorization for the disposal of bio-hazardous medical waste products. In addition, vendor should present evidence that it possesses all other federal, state and local permits which may be necessary and proper to the conduct of a bio-hazardous medical waste collection and disposal business.

5) All medical waste must be transported and disposed in conjunction with current and existing EPA, OSHA, JCAH, DOT Federal and State of Texas, Texas Commission of Environmental Quality, Local and Federal Regulation's and Requirements.

6) Vendor shall conduct all pick-ups during normal business hours of 8:00a.m.-5:00p.m. CST, Monday-Friday, excluding County Holidays. Vendor(s) will make arrangements with the requesting department before scheduling and/or non-scheduling service to insure county personal will be available to sign the required manifest documents.

7) Vendor will be required to collect all medical waste disposal materials generated by the Hidalgo County Adult Detention Facility, Juvenile Probation Department, Health Department, WIC Program and all mobile clinics.

8) Vendor must provide the following:

   a) Number of CARDBOARD and liners including size and description to be provided by vendor at ***no additional charge.***

9) All charges-labor, personnel, service, supervision, administration, reporting, documentation, manifest, cardboard boxes, labels, material, supplies, insurance, licenses permits, equipment, vehicles, pick-up, disposal, transportation shipping, handling fuel surcharges, and all other costs associated with this contract must be included in the flat rates. Delivery and Services will be F.O.B.; Hidalgo County as indicated on each designated purchase order

10) The term of the contract will be for a one (1) year with the county's option to extend an additional two (2) one (1) year at the same rates, terms and conditions **and** may further extend an additional sixty (60) days grace period at the end of the contract term due to any unforeseen delay in the procurement process..

11) The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by

either party with a thirty (30) days written notice prior to any cancellation.

12) Hidalgo County reserves the right to award the bid to MULTIPLE vendors if the County determines it is in its best interest to do so.

13) Hidalgo County reserves the right to award to a primary and secondary vendor.

14) Quantities indicated in bid are estimates based upon the best available information. The County reserves the right to increase or decrease the quantities by any amount deemed necessary to meet its needs without any adjustments in the bid price.

15) Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities or to accept the bid considered the best and most advantageous to the County.

16) Vendor must submit a complete **manifest and tracking** documentation generated by treatment facility, and that the procedures certify that the manifest is in compliance with state and federal regulations to bio-hazardous medical waste disposal.

17) Awarded vendor(s) must provide and maintain proof of Automobile, General and Worker's Compensation Insurance's (Refer to Exhibit "C"- for limits).

18) The successful vendor 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.

19) Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

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

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increases might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to mediate price volatility:

1) **Requesting Price Adjustment**: Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

   - A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
   - The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
   - The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.
   - No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.
   - The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders 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:

1) All costs and expenses associated with the preparation and submission of all (bids, proposals, statements of qualifications (RFQ) and quotes) shall be the responsibility of the vendor and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

2) 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, Attn: Sandra Montalvo, 2812 South Business Hwy. 281, Edinburg, Tx 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, **September 21, 2011 by 5:00 p.m.** Responses to said inquiries will be sent to all applicants via facsimile by no later than **Friday, September 23, 2011 by 5:00 p.m.**

ATTACHMENT "A"

HIDALGO CO UNTY

"Bio-Hazardous Waste Disposal Services"

RFB NO. 2011-233-09-28-SMA

Waste Pick-up Schedule:

Vendor(s) shall coordinate the medical waste pick-up with each individual department unless a pre-determined schedule has been determined by user department. Note All pick-ups schedule are subjected to change by Hidalgo County. Below is tentative schedule subject to change by Hidalgo County.

HIDALGO COUNTY WIC PROGRAM Contact Person: Margarita Gonzalez-956-318-4646			
	LOCATIONS/CLINICS	Scheduled Service (Weekly, bi-weekly, monthly etc.)	Estimated Qty. of boxes & liners per location
1)	Edinburg WIC Clinic 3105 E. Schunior Edinburg, Texas	WEEKLY	3 boxes
2)	La Joya WIC Clinic 204 W. 2nd La Joya, Tx	Every 2 months	3 boxes
3)	Mission WIC Clinic 211 S. Schuback Mission, Tx	twice a month	3 boxes
4)	Las Milpas WIC Clinic 7013 S. Cage Pharr, Tx	once a month	3 boxes
5)	McAllen WIC Clinic 300 E. Hackberry McAllen, Tx	once a month	3 boxes
6)	Progreso WIC Clinic 5 Mile S. Bus 83 FM 1015 Progreso, Tx	Every 2 months	3 boxes
7)	Pharr WIC Clinic 1903 W. Fir Pharr, Tx	Bi weekly	3 boxes
8)	Hidalgo WIC Clinic 702 Tejano Street Hidalgo, Tx	once a month	3 boxes
9)	Alton WIC Clinic 3509 E. Main. Alton, Tx	once a month	3 boxes
10)	Donna WIC Clinic 301 S. 8th Donna, Tx	once a month	3 boxes
11)	Sullivan WIC W. Hwy 83 Sullivan, Tx	once a month	3 boxes
12)	Weslaco WIC I 1901 N. Bridge Weslaco, TX	once a month	3 boxes
13)	Rio Grande WIC 604 N. Garza Street Rio Grande City, Tx	once a month	3 boxes
14)	Edinburg WIC Mobile 3105 W. University	once a month	3 boxes

	Edinburg, Tx		
15)	Edinburg WIC II 113 Dawson Edinburg, Tx	once a month	3 boxes
16)	Mission WIC II 722 N. Breyfogle Mission, Tx	Every 2 weeks	3 boxes
17)	Mercedes WIC 504 S. Texas Mercedes, Tx	once a month	3 boxes
18)	McAllen WIC II 220 S. Bicentennial McAllen, Tx	once a month	3 boxes
19)	McAllen WIC III 3001 S. 23rd McAllen, Tx	once a month	3 boxes
20)	Pharr WIC II 1903 N. Fir Pharr (Temp. Address)	Every 3 mo	3 boxes
21)	San Juan WIC 509 Earling Rd. San Juan, Tx	twice a month	3 boxes
22)	San Carlos WIC(San Carlos Comm. Center) 230 N. 86th St- East Hwy 107 San Carlos, Tx	once a month	3 boxes
23)	Alton WIC II 3519 S. Main Suite B Mission, Tx	once a month	3 boxes
24)	Alamo WIC 3131 E. Bus 83 Suite 113 Alamo, Tx	twice a month	3 boxes
25)	Weslaco WIC II 417 S. Oregon Weslaco, TX	once a month	3 boxes
26)	Elsa WIC 708 E. Edinburg Elsa, Tx	once a month	3 boxes
27)	Rio Grande City WIC (Temporary) 604 N. Garza Rio Grande City, Tx	once a month	3 boxes
28)	Roma WIC 1505 N. Grant Roma, Tx	once a month	3 boxes
29)	Alamo WIC Clinic 1429 S. Tower Road Alamo, Tx	once a month	3 boxes

HIDALGO COUNTY JUVENILE PROBATION DEPARTMENT Contact Person: Elena Gaitan 956-587-6200			
	LOCATION	Scheduled Service (Weekly, bi-weekly monthly etc.)	**Estimated Qty. of boxes & liners per location**
1)	Judge Mario E. Ramirez Jr. Juvenile Justice Center 1001 N. Doolittle Rd. Edinburg, Tx	once a month	2 boxes
HIDALGO COUNTY SHERIFF'S OFFICE **Contact Person: Juan Tapia 956-383-8114**			
	LOCATION	Scheduled Service (Weekly, bi-weekly monthly etc.)	**Estimated Qty. of boxes & liners per location**
1)	Infirmary 701 E. Cibolo Rd. Edinburg, Tx	twice a month	8 boxes
2)	Law Enforcement CSI Office 711 E. Cibolo Rd Edinburg, Tx	monthly	1 box

HIDALGO COUNTY HEALTH & HUMAN SERVICES Scheduled Pick up for Bio Hazards- 2nd and 3rd Wednesday between 1:00 PM and 4:00 PM **** estimated average of 600 – 2 gallon containers and 100 one quart containers per year****			
LOCATION		Scheduled Service (Weekly, bi-weekly monthly etc.)	**Estimated Qty. of boxes & liners per location**
1)	Edinburg Clinic 3105 E. Richardson Edinburg, Texas 78539 Phone: (956)318-2040 Supervisor: Laila De Leon, R.N.	once a month	4 boxes
2)	Elsa Clinic 708 Edinburg St. Elsa, Texas 78543 Phone: (956)262-1141 Supervisor: Laura Reyes, R.N.	once a month	3 boxes
3)	Hidalgo Clinic 702 E. Texano Hidalgo, Texas 78557 Phone: (956)843-7463 Supervisor: Cecilia Lopez, R.N.	once a month	3 boxes
4)	McAllen Clinic 300 E. Hackberry McAllen, Texas 785001 Phone: (956)682-6155 Supervisor Norma Garza, R.N.	once a month	5 boxes
5)	Mission Clinic 211 N. Schurebach Road Mission. Texas 78572 Phone: (956)585-2461 Supervisor: Victoria Garza, R.N.	once a month	5 boxes
6)	Pharr Clinic 300 E. Hall Acres Phone: (956)787-1531 Supervisor: Lilia Velasco, R.N.	once a month	4 boxes
7)	Weslaco Clinic 1901 N. Bridge Weslaco, Texas 78596 Phone: (956)969-8332 Supervisor: Elva Murphy, R.N.	once a month	3 boxes
8)	Pulmonary Clinic (South Entrance) 1304 South 25th Ave Edinburg, Texas 78542 Phone: (956)387-0118 Supervisor: Julia Alvarez-Obregon, R.N.	once a month	4 boxes

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo County

"Bio-Hazardous Waste Disposal Services"

BID NO: 2011-233-09-28-SMA

EXHIBIT "B"

Hidalgo County
"Bio-Hazardous Waste Disposal Services"
BID NO.: 2011-233-09-28-SMA
BID PAGE

Description of Box & Liner	Sizes
LANDFILL SITE: (NAME, ADDRESS OF COMPANY _____ _____	

FLAT RATE PRICE $_____
Pickup & Disposal of Medical Waste including box & liner
(Schedule or non-schedule)

ACKNOWLEDGMENT FORM

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'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo County

"Bio-Hazardous Waste Disposal Services"

BID NO: 2011-233-09-28-SMA

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or 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** 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.

Revised 03/11/11

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER. ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PER & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS – COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILITY**				WC STATU-TORY LIMITS ☐ OTHER	
					E L. EACH ACCIDENT	$
					E L. DISEASE-EA EMPLOYEE	$
					E L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County Attn: Purchasing Department 2812 S Highway Bus. 281 Edinburg, Texas 78539	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County 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 (if applicable): _____.
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 (if applicable), 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

(THIS FORM MUST ACCOMPANY BID PACKET)

EXHIBIT "D"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS

Hidalgo County

"Bio-Hazardous Waste Disposal Services"

BID NO: 2011-233-09-28-SMA

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

VENDOR'S APPLICATION
&
W-9 FORM

REQUEST FOR BIDS

Hidalgo County

"Bio-Hazardous Waste Disposal Services"

BID NO: 2011-233-09-28-SMA

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)
Small Business: Disadvantaged Business (At Least 51% Ownership)

☐ Less than 125,000 annual gross receipt
☐ 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 fair and equal opportunity for participation in the County's procurement process. This fact holds true for Service (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progra strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendor. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considere as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and vali certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			-			-				
			-			-				

Employer identification number

		-							
		-							

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶	Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner [1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner [3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity [4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

*Note. Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information, such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

CERTIFICATION REGARDING DEBARMENT

REQUEST FOR BIDS

Hidalgo County

"Bio-Hazardous Waste Disposal Services"

BID NO: 2011-233-09-28-SMA

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

ACKNOWLEDGMENT FORM

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'S NAME: Bio-Ops, LLC.

ADDRESS: P.O. Box 1985

CITY/STATE/ZIP CODE: Edinburg, Texas 78540

PHONE NUMBER/: 1-888-956-2461 (1-888-956-B10-1)

CELLULAR NUMBER: 956-778-4412

FAX NUMBER: 956-287-4907

AUTHORIZED SIGNATURE:

EMAIL ADDRESS: aj@bio-ops.net

PRINTED NAME: Armando W. Ramirez, Jr.

TITLE: Owner / President

DATE: 9/12/11

EXHIBIT "B"

Hidalgo County
"Bio-Hazardous Waste Disposal Services"
BID NO.: 2011-233-09-28-SMA
BID PAGE

Description of Box & Liner	Sizes
Corrugated Cardboard Boxes	16 5/8" x 13 5/8" x 20"
Red Plastic "Biohazard" Bags/Liners	40-45 Gallons

LANDFILL SITE: (NAME, ADDRESS OF COMPANY

Bio Medical Waste Solutions, LLC.

9665 Jade Ave, Port Arthur, Texas 77642

OPENED
9:44
9/28/11
Witnessed

FLAT RATE PRICE $ 20.00 / Box
Pickup & Disposal of Medical Waste including box & liner
(Schedule or non-schedule)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2011

PRODUCER
Annaville Insurance
14602 Compass Street #A
Corpus Christi, TX 78418
361-949-6787

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
bio-ops llc

1403 cedar
edinburg, TX 78539
956-778-4412

INSURERS AFFORDING COVERAGE	NAIC#
INSURER A: century surety company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
a		GENERAL LIABILITY [x] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [x] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [x] POLICY [ ] PRO-JECT [ ] LOC	ccp709223	10/07/11	10/07/12	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 1,000,000 $ 1,000,000
		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS/UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $				EACH OCCURRENCE AGGREGATE	$ $
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below				WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $
		OTHER					

RECEIVED
OCT 13 2011
By

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

crime and trauma scene clean up
bio-recovery & decon services
certificate holder is named as an additional insured on policy# ccp709223

CERTIFICATE HOLDER

hildalgo county purchasing
department
2812 s.business hwy 281
edinburg,texas 78539
attn;sandra montalvo
fax#956-318-2629

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25(2001/08)

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 10/12/2011

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	CONTACT NAME: San Juanita Palacios
Montalvo Insurance Agency 208 South Texas Blvd PO Box 2 Weslaco TX 78599	PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198 E-MAIL ADDRESS: sanjuanita@montalvoinsurance.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: National Liability & Fire Ins
INSURED	INSURER B:
Bio-Ops, LLC P.O. Box 1985 Edinburg TX 78539	INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES — CERTIFICATE NUMBER: CL11101200793 — 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							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☒ SCHEDULED AUTOS			73TRR211895	10/8/2011	10/8/2012	BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A						E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$
A	Pollution Liability			73TRR211895	10/8/2011	10/8/2012	INCLUDED	

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

Certificate Holder is added as "Designated Insured"

2003 Dodge Cargo Van - VIN #2D7KB31Y13K525635

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/9/2010

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
Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco TX 78599

CONTACT NAME: San Juanita Palacios
PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #: 00002965

INSURED
Bio-Ops, LLC
P.O. Box 1985
Edinburg TX 78540

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

COVERAGES CERTIFICATE NUMBER: CL1012900505 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 Y/N						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N (Mandatory in NH)	N/A		0001140830	12/9/2010	12/9/2011	E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2812 S. Business Hwy. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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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

no action

2. Proceed with project "as is" and continue with acceptance of responses schedule and advertised for Wednesday, December 7, 2011;

commissioners court members and auditor, purchasing

b. Appointment and/or designation by Commissioners' Court to select/assign an evaluation committee to score/grade RFP-2011-160-12-07-SMA "Hidalgo County-Professional Auditing Services", as referenced in the procurement packet or applicable if changed to an RFQ.

5. AI-29940

approved

a. Requesting exemption from competitive procurement requirements under the Texas Local Government Code, Section 262.024(a)(7)(a) proprietary software;

approved

b. Requesting approval of agreement(s) if applicable for-On-line Research Services with Lexis Nexis including, but not limited to, the following Hidalgo County department(s):
1. District Attorney
2. District Judges

6. AI-29880

approved

Recommending award of bid and approval of contract document to sole bidder (BIO-OPS, LLC) meeting all specifications and/or requirements as attached hereto for: "Hidalgo County-Bio-Hazardous Waste Disposal Services" RFB No. 2011-233-09-28-SMA.

7. AI-29875

approved

Appointment and/or designation by Commissioners' Court to select/assign an evaluation committee to grade/score RFP 2011-231-11-23-YZV "Certified Technical Supervisor for Hidalgo County Alcohol Breath Test Program", as referenced in the procurement packet.

8. AI-29848

approved

Recommending award of bid through request of sealed quote and approval of contract document to sole-bidder (Boots n' Jeans Inc.) meeting all requirements/specifications as attached hereto "Hidalgo County-Purchase of Straw Hat" RFSQ No.: 2011-242-11-02-SMA

9. AI-29895

Clarification on (action taken by CC 11-22-11 AI-29490) to proceed to negotiate a contract with number one ranked firm, Halff Associates, Inc.to be conducted by the customary protocol:

a. the Purchasing Department; and/or
b. a designated/assigned committee by CC

10. AI-29799

approved

Recommending award of bid to sole bidder and approval of contract as attached hereto meeting all specifications and/or requirements as detailed and reflected in documentation attached hereto for: "County Wide Mailing Services" RFB No. 2011-230-MEG.

11. AI-29839

approved

a. Approval to waive major purchases deadline order of 11/04/2011 so as to acquire needed equipment;

approved

b. Authority to purchase a new Class 200 Pemberton Brush Grapple from H & V Equipment, lowest bid received through solicited quotes in the amount of $15,000.00 through Req. #206437 and assurance from vendor of receipt of item prior to 12/31/2011.

12. AI-29430

no action

Requesting authority to advertise and approval of a modified procurement packet (i.e. qualifications, requirements, and scope of services, etc.) with several recommended additions highlighted for review and notation as attached hereto for the overall improvement of the process in connection with the following "Hidalgo County Qualified Pools of Professional Services":

a. Architectural Services (RFQ No. 2012-001-01-04-MSS)
b. Engineering Services (RFQ No. 2012-002-01-04-CGA)

FAX

P.O. Box 1985, Edinburg, Texas 78540 - Phone: 956.778.4412 - Fax: 956.287.4526

DATE: 1-24-2013

TO: Maty
ATTN:
FAX: (956) 292-7612
PHONE:

FROM: Bio-Ops, LLC.
FAX: 956.287.4526
PHONE: 956.778.4412

PAGES: 2
RE: Worker's Compensation

COMMENTS:
If you have any questions please contact us at (956) 778-4412

Thank you.
Sasha Herrera

- ☐ URGENT
- ☐ PLEASE COMMENT
- ☐ PLEASE REVIEW
- ☒ FOR YOUR RECORDS

MEDICAL WASTE SERVICES
BIO-OPS
CRIME SCENE CLEANUP

2012

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/18/2012

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
Montalvo Insurance Agency
208 South Texas Blvd
PO Box 2
Weslaco TX 78599

CONTACT NAME: San Juanita Palacios
PHONE (A/C, No, Ext): (956) 968-5521 FAX (A/C, No): (956) 969-9198
E-MAIL ADDRESS: sanjuanita@montalvoinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Texas Mutual Insurance Company	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
Bio-Ops, LLC
P.O. Box 1985
Edinburg TX 78540

COVERAGES **CERTIFICATE NUMBER:** CL12121801116 **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 ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A		9BP0001218747-2012	12/9/2012	12/9/2013	WC STATU-TORY LIMITS x OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)						E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000

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

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Hwy. 281
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Bryan W. Shaw, Ph.D., *Chairman*
Carlos Rubinstein, *Commissioner*
Toby Baker, *Commissioner*
Zak Covar, *Executive Director*

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

October 1, 2013

Armando W. Ramirez, Jr., Owner
Bio-Ops, LLC
1403 Cedar St.
Edinburg, TX 78539-5433

Re: **Renewal: Medical Waste Transporter Registration by Rule**
Bio-Ops
MSW 50125 CN603579392 RN105830145
Originally Claimed: October 13, 2009 Expires: October 13, 2014

Dear Mr. Ramirez:

The Texas Commission on Environmental Quality (TCEQ) has received your "Application to Claim a Registration by Rule" in accordance with Title 30 Texas Administrative Code (TAC) Section (§) 330.9(l).

This letter acknowledges receipt of your claim. It is not an acknowledgment regarding compliance of your operation with state and federal rules and regulations. Failure to comply with all rules and regulations regarding the transporting of untreated medical waste may result in enforcement action and/or the revocation of your transporter registration.

Our records indicate that your **financial assurance expires October 8, 2013.** Please note that Title 30 TAC §37.111 requires you to have continuous financial assurance while your registration is active.

A copy of your claim for registration and all amendments must be available at all times and at all locations where business is being transacted under this registration, including all motorized vehicles or trailers operated under this registration. If any information provided in the claim changes, you must provide an update application within 30 days. Enclosed is a copy of your claim.

If you wish to renew your claim, an application for renewal should be submitted at least 60 days prior to the above expiration date.

By March 1 of each year a report summarizing transportation activities for the preceding calendar year (January 1 through December 31) must be submitted to the TCEQ.

This action is taken under the authority delegated by the Executive Director of the TCEQ.

If you have any questions, please contact Jody Miller at (512)239-6413.

Sincerely,

Edward Minter, Team Lead
Registration and Reporting Section
Permitting and Registration Support Division

EM/jlm

Enclosure

cc: TCEQ Region 15, Harlingen Office
Revenues Section, MC 184

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/17/2013

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 Quirk & Company P.O. Box 792030 San Antonio, TX 78279 www.quirkco.com	CONTACT NAME: PHONE (A/C, No, Ext): 210.342.9421 FAX (A/C, No): 210.340.4075 E-MAIL ADDRESS:
INSURED Bio-Ops LLC PO Box 1985 Edinburg TX 78540	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A : Catlin Speciality Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 18081878 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY ✓ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☑ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC			4201200720	10/7/2013	10/7/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☑ SCHEDULED AUTOS ✓ HIRED AUTOS ✓ NON-OWNED AUTOS			FBCAT0228901	10/8/2013	10/8/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) Poluttion	$ 1,000,000 $ $ $ $ 1,000,000
	☐ UMBRELLA LIAB ☐ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N ☐ N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						WC STATU-TORY LIMITS / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

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

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

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ENDORSEMENT FOR
MOTOR CARRIER POLICIES OF INSURANCE FOR PUBLIC LIABILITY
UNDER SECTIONS 29 AND 30 OF THE MOTOR CARRIER ACT OF 1980

Form Approved
OMB No. 2125-0074

Issued to Bio-Ops, LLC of PO Box 1985, Edinburg TX 78539

Dated at Denver, CO this 8th day of October 2013

Amending Policy No. FBCAT0228901 Effective Date 10/08/13

Name of Insurance Company Arch Insurance Company

Telephone Number (203) 388-3220 . Countersigned by _____ Authorized Company Representative

The policy to which this endorsement is attached provides primary or excess insurance, as indicated by "X", for the limits shown:

[X] This insurance is primary and the company shall not be liable for amounts in excess of $ 1,000,000 for each accident.

[ ] This insurance is excess and the company shall not be liable for amounts in excess of $ _____ for each accident.
in excess of the underlying limit of $ _____ for each accident.

Whenever required by the Federal Highway Administration (FHWA) or the Interstate Commerce Commission (ICC), the company agrees to furnish the FHWA or the ICC a duplicate of said policy and all its endorsements. The company also agrees, upon telephone request by an authorized representative of the FHWA or the ICC, to verify that the policy is in force as of a particular date.

Cancellation of this endorsement may be effected by the company or the insured by giving (1) thirty-five (35) days notice in writing to the other party (said 35 days notice to commence from the date the notice is mailed, proof of mailing shall be sufficient proof of notice), and (2) if the insured is subject to the ICC's jurisdiction, by providing thirty (30) days notice to the ICC (said 30 days notice to commence from the date the notice is received by the ICC at its office in Washington, D.C.).

DEFINITIONS AS USED IN THIS ENDORSEMENT

ACCIDENT includes continuous or repeated exposure to conditions which results in bodily injury, property damage, or environmental damage which the insured neither expected nor intended.

MOTOR VEHICLE means a land vehicle, machine, truck, tractor, trailer, or semitrailer propelled or drawn by mechanical power and used on a highway for transporting property, or any combination thereof.

BODILY INJURY means injury to the body, sickness, or disease to any person, including death resulting from any of these.

ENVIRONMENTAL RESTORATION means restitution for the loss, damage, or destruction of natural resources arising out of the accidental discharge, dispersal, release or escape into or upon the land, atmosphere, watercourse, or body of water, of any commodity transported by a motor carrier. This shall include the cost of removal and the cost of necessary measures taken to minimize or mitigate damage to human health, the natural environment, fish, shellfish, and wildlife.

PROPERTY DAMAGE means damage to or loss of use of tangible property.

PUBLIC LIABILITY means liability for bodily injury, property damage, and environmental restoration.

The insurance policy to which this endorsement is attached provides automobile liability insurance and is amended to assure compliance by the insured, within the limits stated herein, as a motor carrier of property, with Sections 29 and 30 of the Motor Carrier Act of 1980 and the rules and regulations of the Federal Highway Administration (FHWA) and the Interstate Commerce Commission (ICC).

In consideration of the premium stated in the policy to which this endorsement is attached, the insurer (the company) agrees to pay, within the limits of liability described herein, any final judgment recovered against the insured for public liability resulting from negligence in the operation, maintenance or use of motor vehicles subject to the financial responsibility requirements of Sections 29 and 30 of the Motor Carrier Act of 1980 regardless of whether or not each motor vehicle is specifically described in the policy and whether or not such negligence occurs on any route or in any territory authorized to be served by the insured or elsewhere. Such insurance as is afforded, for public liability, does not apply to injury to or death of the insured's employees while engaged in the course of their employment, or property transported by the insured, designated as cargo. It is understood and agreed that no condition, provision, stipulation, or limitation contained in the policy, this endorsement, or any other endorsement thereon, or violation thereof, shall relieve the company from liability or from the payment of any final judgment, within the limits of liability herein described, irrespective of the financial condition, insolvency or bankruptcy of the insured. However, all terms, conditions and limitations in the policy to which the endorsement is attached shall remain in full force and effect as binding between the insured and the company. The insured agrees to reimburse the company for any payment made by the company on account of any accident, claim, or suit involving a breach of the terms of the policy, and for any payment that the company would not have been obligated to make under the provisions of the policy except for the agreement contained in this endorsement.

It is further understood and agreed that, upon failure of the company to pay any final judgment recovered against the insured as provided herein, the judgment creditor may maintain an action in any court of competent jurisdiction against the company to compel such payment.

The limits of the company's liability for the amounts prescribed in this endorsement apply separately, to each accident, and any payment under the policy because of any one accident shall not operate to reduce the liability of the company for the payment of final judgments resulting from any other accident.

The Motor Carrier Act of 1980 requires limits of financial responsibility according to the type of carriage and commodity transported by the motor carrier. It is the MOTOR CARRIER'S obligation to obtain the required limits of financial responsibility.
THE SCHEDULE OF LIMITS SHOWN ON THE NEXT PAGE DOES NOT PROVIDE COVERAGE.
The limits shown in the schedule are for information purposes only.

Form E
UNIFORM MOTOR CARRIER BODILY INJURY AND PROPERTY DAMAGE LIABILITY CERTIFICATE OF INSURANCE

(Executed in Triplicate)

Filed with Texas Commission on Environmental Quality (hereinafter called Commission)
(Name of Commission)

This is to certify, that the Arch Insurance Company
(Name of Company)

(hereinafter called Company) of 330 Boston Post Rd, Darien, CT 06820
(Home Office Address of Company)

has issued to Bio-Ops, LLC of PO Box 1985, Edinburg, TX 78539
(Name of Motor Carrier) (Address of Motor Carrier)

a policy or policies of insurance effective from 10/08/2013 12:01 A.M. standard time at the address of the insured stated in said policy or policies and continuing until canceled as provided herein, which, by attachment of the Uniform Motor Carrier Bodily Injury and Property Damage Liability Insurance Endorsement, has or have been amended to provide automobile bodily injury and property damage liability insurance covering the obligations imposed upon such motor carrier by the provisions of the motor carrier law of the State in which the Commission has jurisdiction or regulations promulgated in accordance therewith.

Whenever requested, the Company agrees to furnish the Commission a duplicate original of said policy or policies and all endorsements thereon.

This certificate and the endorsement described herein may not be canceled without cancellation of the policy to which it is attached. Such cancellation may be effected by the Company or the insured giving thirty (30) days' notice in writing to the State Commission, such thirty (30) days' notice to commence to run from the date notice is actually received in the office of the Commission.

Countersigned at 2000 S Colorado Blvd, Tower II, Suite 800 Denver, CO 80222
(Street Address) (City) (State) (Zip Code)

this 8th day of October, 2013.

Insurance Company File No. FBCAT0228901
(Policy Number)

Authorized Company Representative

MC 1633a (Ed. 8-99) UNIFORM INFORMATION SERVICES, INC. IRB 3539B

PURCHASING DEPARTMENT
County Of Hidalgo

December 5, 2013

Bio-Ops, LLC
Armando W. Ramirez, Jr., Owner/President
PO Box 1985
Edinburg, Texas 78540

CERTIFIED MAIL
7099 3220 0002 9744 7799
Via-Facsimilie (956) 287-~~4987~~ 4520
aj@bio-ops.net

Re: Extension of Agreement No. C-11-233-12-06-Bio-Hazardous Waste Pickup & Disposal Services

Dear Mr. Ramirez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of December 10, 2013, for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than 3:00 p.m. on Friday, December 6, 2013,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us,

By: _____ Date: 12/5/13

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,

Rocio Villarreal
Contracts Manager

AI-42141 **Purchasing Department 10. C.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Comm. Joe Flores, Pct. #3 Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval to exercise the option to renew/extend for a one (1) year term as stipulated and provided in the Lease Agreement between Hidalgo County and Jose Ramirez, Jr. for the tract of land (aka, the Penitas Landfill located in Penitas, Texas) described herein under the same rates, terms and conditions.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-432-00-123-001-0-441

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

BUDGETARY IMPACT:

2014 Adopted Budget

The adopted budget for 2014 is $103,378.37

Monthly rent $9,000 X 12 = 108,000 , plus 6,000, total of 114,000 needed

A transfer will be prepared on 12-20-13 (last CC for 2013) to cover difference in funding $10,621.63

Attachments

Letter of Extension

letter signed

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2013 09:57 AM
Budget & Management	Debbie Tamez	12/06/2013 11:05 AM
Manuel Chapa	Manuel Chapa	12/06/2013 04:52 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Rocio Villarreal Started On: 12/05/2013 04:52 PM

Final Approval Date: 12/06/2013

PURCHASING DEPARTMENT
County Of Hidalgo

CERTIFIED MAIL
7099 3220 0002 9744 5146
Via E-mail: jramirez668@aol.com

Jose Ramirez Jr.
PO Box 68
Penitas, Texas 78578

Re: Extension of Agreement-C-11-334-12-20-Lease agreement for the tract of land (aka Penitas Landfil)l-Pct 3

Dear Mr. Ramirez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of December 10, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, December 6 , 2013 ,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

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,

Rocio Villarreal
Contracts Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

LEASE
C-11-334-12-20

THIS LEASE is made and entered into by and between **Jose Ramirez, Jr.**, a resident of Hidalgo County, Texas, referred to in this Lease as Lessor, and **THE COUNTY OF HIDALGO**, referred to in this Lease as Lessee.

In consideration of the mutual covenants and agreements set forth in this Lease, and other good and valuable consideration, Lessor demises and leases to Lessee, and Lessee leases from Lessor, that certain real property described on Exhibit "A", attached hereto. The premises leased hereunder are referred to in this Lease as "the Premises" or "the Leased Premises."

ARTICLE 1. TERM

Term of Lease

1.1 Except as otherwise herein provided, the term of this Lease shall be for one (1) year commencing on **January 2, 2012** ("Commencement Date") and ending on **January 1, 2013** ("Termination Date") unless sooner terminated as provided in this Lease, or unless renewed and extended in accordance with Paragraph 1.2, hereof. If the Premises are sold to an unrelated third party (not affiliated by common ownership with Lessor) at a time when more than one (1) year remains on the unexpired portion of the term of this Lease, then the unexpired portion of this Lease may, at Lessee's option, be shortened to one (1) year from the date of such sale.

Renewal or Termination

1.2. Lessee shall have the right and option to renew and extend the term of this Lease for an additional two (2) one (1) year periods. If Lessee desires to renew and extend the term of this Lease for such renewal period, Lessee must give Lessor written notice of such renewal at least thirty (30) days prior to the termination of the initial lease term. Any renewal or extension of this Lease shall be on the same terms and conditions as provided herein. This Lease shall terminate and become null and void without further notice on the expiration of the term specified in Article 1.1, unless sooner terminated or renewed and extended in accordance with this Article 1.2; and any holding over by Lessee after the expiration of that term shall not constitute a renewal of the Lease or give Lessee any rights under the Lease in or to the Leased Premises.

Holdover

1.3 If Lessee holds over and continues in possession of the Leased Premises after expiration of the term of this Lease, Lessee will be deemed to be occupying the Premises on the basis of a month to month tenancy, subject to all of the terms and conditions of this Lease. The inclusion of this Article 1.3 shall not be construed as Lessor's consent for Lessee to hold over.

Termination

1.4 Lessee may declare this Lease, and all rights and interest created by it, to be terminated upon giving the Lessor ninety (90) days written notice without cause. Upon a Lessee's electing to terminate, this Lease shall cease and come to an end as if the day of the termination party's election were the day originally fixed in the Lease for its expiration.

Lessor's Warranty of Quiet Enjoyment

1.5 Lessor covenants and agrees that Lessee on paying the rent and other charges herein provided for and observing and keeping the covenants, conditions, and terms of this Lease on Lessee's part to be kept or performed, shall lawfully and quietly hold, occupy, and enjoy the Leased Premises during the term of this Lease without hindrance or molestation of Lessor or any person claiming under Lessor except such portion of the Leased Premises, if any, as shall be taken under the power of eminent domain.

1.6 Upon the expiration or termination of this Lease, or upon receipt of notice from any applicable regulatory authority that the landfill operated by Lessee on the Premises must be closed, the term of this Lease shall be automatically extended for the time necessary for Lessee to complete all applicable statutory or regulatory requirements necessary to close the landfill (the "Closure Term"). Rent at the then-current rates shall continue during the Closure Term. Upon written notification to Lessee that all closure requirements have been met by Lessee, the Closure Term shall terminate. Upon the expiration of the Closure Term, Lessee shall deliver the Premises to Lessor in its then-current condition. Following the expiration of the Closure Term, Lessee and all applicable regulatory authorities shall continue to have periodic access, at all times required by such authorities, to the Premises for the purposes of conducting monitoring and studies of the closed landfill, as required by applicable laws and regulations.

ARTICLE 2. RENT

Base Rent

2.1 Lessee agrees to pay to Lessor, during the term hereof, a monthly rental in

the sum of Nine Thousand and no/100ths dollars (**$9,000.00**) per month as rent. In the event the Commencement Date is a day other than the first day of the month, the rent for the period from the commencement date to the last day of the month shall be prorated by dividing the monthly rental by thirty days, and multiplying the result by the number of days remaining in the month that includes the Commencement Date.

Time and Manner of Payment

2.2 All rent due under this article shall be paid by Lessee on a monthly basis and in advance, on the 1st business day of each month commencing on the Commencement Date. All installments of rent shall be paid in lawful money of the United States to the Lessor at PO Box 68, Penitas, Texas 78576 or other such other location or locations as Lessor shall from time to time designate by written notice to Lessee. Any rent due for any partial month at the beginning or the end of the term hereof shall be prorated on the basis of a thirty day month.

Taxes

2.3 Lessor is responsible for rendering and paying all real estate taxes on the Property. Lessee shall be responsible for taxes, if any, on lessee's personal property located on the Premises.

ARTICLE 3. USE OF PREMISES

Permitted Use

3.1 Lessee may use the premises for landfill purpose only.

Waste, Nuisance, or Illegal Use

3.2 Lessee shall not use, or permit the use of, the Premises in any manner that results in waste of the Premises or constitutes a nuisance or violates any statute,

ordinance, rule or regulation applicable to the premises or for any illegal purpose.

ARTICLE 4.

INTENTIONALLY OMITTED

ARTICLE 5.

INTENTIONALLY OMITTED

ARTICLE 6. ALTERATIONS, ADDITIONS, AND IMPROVEMENTS

Consent of Lessor

6.1 Lessee shall not make any alterations, additions, or improvements to the Leased premises without the prior written consent of Lessor. Consent for nonstructural alterations, additions, or improvements shall not be unreasonably withheld by Lessor.

ARTICLE 7. SIGNS

Signs

7.1 Subject to the written approval of Lessor, and further subject to applicable laws, ordinances and regulations, Lessee shall have the right to install a sign on the Leased Premises. Lessee must remove all signs at the termination of this Lease and repair any damage resulting from the erection or removal of the signs.

ARTICLE 8. MECHANIC'S LIEN

8.1 Lessee will not permit any mechanic's lien or liens to be placed upon the Leased Premises or improvements on the Premises, and if such lien is claimed as a result of the acts of Lessee, will promptly pay the lien. If default in payment of the lien continues for twenty (20) days after written notice from Lessor, Lessor may, at its option, pay the lien or any portion of it without inquiry as to its validity. Any amounts paid by the

Lessor to remove a mechanic's lien caused to be filed against the Premises or improvements on the Premises by Lessee, including expenses and interest, shall be due from Lessee to Lessor and shall be repaid to Lessor immediately on rendition of notice, together with interest at ten percent (10%) per annum until repaid.

ARTICLE 9. INSURANCE AND INDEMNITY

General Liability Insurance

9.1 Lessee, at its own expense, shall provide and maintain in force during the term of this Lease liability insurance in the amounts deemed adequate by Lessee, naming Lessor as additional insured. Prior to occupancy of the Premises, lessee shall provide Lessor with evidence of such insurance.

ARTICLE 10. DAMAGE OR DESTRUCTION OF PREMISES

Notice to Lessor

10.1 If the Leased Premises, or any structures or improvements on the Leased Premises, should be damaged or destroyed by fire, tornado, or other casualty, Lessee shall give immediate written notice of the damage or destruction to Lessor, including a description of the damage and, as far as known to Lessee, the cause of the damage.

10.2 If the building on the Leased Premises should be totally destroyed by fire, tornado, or other casualty, or if they should be so damaged that rebuilding or repairs occurrence of the damage, this Lease, at the option of the Lessee, shall terminate and rent shall be abated for the unexpired portion of this Lease, effective as of the date of said occurrence.

ARTICLE 11. CONDEMNATION

Total Condemnation

11.1 If during the term of this Lease all of the Leased Premises should be taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, the Lease shall terminate, and the rent shall be abated during the unexpired portion of this Lease, effective as of the date of the taking of the premises by the condemning authority.

Partial Condemnation

11.2 If less than all, but more than ten percent (10%) of the Leased Premises is taken for any public or quasi-public use under any governmental law, ordinance, or regulation, or by right of eminent domain, or should be sold to the condemning authority under threat of condemnation, Lessee may terminate the Lease by giving written notice to Lessor within thirty (30) days after possession of the condemned portion is taken by the entity exercising the power of condemnation.

If the Leased Premises are partially condemned and Lessee fails to exercise the option to terminate the Lease under this section, or if less than ten percent (10%) of the Leased Premises are condemned, this Lease shall not terminate, but Lessor may, at its sole expense, restore and reconstruct the building and other improvements situated on the Leased Premises to make them reasonably tenantable and suitable for the uses for which the Premises are Leased. The rent payable under Sections 2.1 of this Lease shall be decreased equitably during the period of such restoration or reconstruction.

Condemnation Award

11.3 Lessor and Lessee shall each be entitled to receive and retain such separate awards, and portions of lump sum awards, as may be allocated to their respective interest in any condemnation proceedings. The termination of this Lease shall not affect the rights of the respective parties to such awards.

ARTICLE 12. DEFAULT

Default by Lessee

12.1 If Lessee shall allow the rent to be in arrears more than ten (10) days after written notice of such delinquency, or shall remain in default under any other condition of this Lease for a period of fifteen (15) days after written notice from Lessor, Lessor may at its option, without notice to Lessee, terminate this Lease or, in the alternative, Lessor may re-enter and take possession of the Premises and remove all persons and property without being deemed guilty of any manner of trespass and relent the Premises, or any part of the Premises, for all or any part of the remainder of the Lease term, to a party satisfactory to Lessor and at such monthly rental as Lessor may with reasonable diligence be able to secure. Should Lessor be unable to relent after reasonable efforts to do so, or should such monthly rental be less than the rental Lessee was obligated to pay under this Lease, or any renewal of this Lease, plus the expense of relenting, then Lessee shall pay the amount of such deficiency plus reasonable attorney's fees to Lessor.

Cumulative Remedies

12.2 All rights and remedies of Lessor and Lessee under this Article shall be cumulative, and none shall exclude any other right or remedy provided by law or by any other provision of this Lease. All such rights and remedies may be exercised and

enforced concurrently and whenever, and as often, as occasion for their exercise arises.

Waiver of Breach

12.3 A waiver by either Lessor or Lessee of a breach of this Lease by the other party does not constitute a continuing waiver or a waiver of any subsequent breach of the Lease.

ARTICLE 13.

ASSIGNMENT AND SUBLETTING

Assignment and Subletting by Lessee

13.1 Lessee may not sublet, assign, encumber, or otherwise transfer this Lease, or any right or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, without the written consent of Lessor. If Lessee sublets, assigns, encumbers, or otherwise transfers its rights or interest in this Lease or in the Leased Premises or the improvements on the Leased Premises, other than as specified herein, without the written consent of Lessor, Lessor may, at its option, declare this Lease terminated and Lessee and Lessor shall have no further obligation to each other under this Lease. In the event Lessor consents in writing to an assignment, sublease or other transfer of all or any of Lessee's rights under this Lease, the assignee or sublessee, must assume all of Lessee's obligations under this Lease, and Lessee shall remain liable for every obligation under the Lease. Lessor's consent under this section will not be arbitrarily or unreasonably withheld.

Assignment by Lessor

13.2 Lessor may assign or transfer any or all of its interests under the terms of this Lease.

ARTICLE 14. MISCELLANEOUS

Notices and Addresses

14.1 All notices required under this Lease will be deemed delivered when deposited in certified or registered mail, addressed to the proper party, at the following addresses:

Lessor:	Lessee:
Mr. Jose Ramirez, Jr.	County of Hidalgo
PO Box 68	1615 S. Closner, Suite J
Penitas, Texas 78578	Edinburg, Texas 78540

Either party may change the address to which notices are to be sent it by giving the other party notice of the new address in the manner provided in this section.

Parties Bound

14.2 This agreement shall be binding upon, and inure to the benefit of, the parties to the Lease and their respective heirs, executors, administrators, legal representatives, successors and assigns when permitted by this agreement.

Texas Law to Apply

14.3 This agreement shall be construed under, and in accordance with, the laws of the State of Texas, and all obligations of the parties created by this Lease are performable in Hidalgo County, Texas.

Legal Construction

14.4 In case any one or more of the provisions contained in this agreement shall for any reason be held by a court of competent jurisdiction to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions of the agreement, and this agreement shall be construed as if the invalid, illegal, or unenforceable provision had never been included in the agreement.

Prior Agreements Superseded

14.5 This agreement constitutes the sole and only agreement of the parties to the agreement and supersedes any prior understandings or written or oral agreements between the parties respecting the subject matter of this agreement.

Amendment

14.6 No amendment, modification, or alteration of the terms of this agreement shall be binding unless it is in writing, dated subsequent to the date of this agreement, and duly executed by the parties to this agreement.

Rights and Remedies Cumulative

14.7 The rights and remedies provided by this lease agreement are cumulative, and the use of any one right or remedy by either party shall not preclude or waive that party's right to use any or all other remedies. The rights and remedies provided in this Lease are in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

Attorneys' Fees and Costs

14.8 If, as a result of a breach of this agreement by either party, the other party employs an attorney or attorneys to enforce its rights under this Lease, then the breaching or defaulting party agrees to pay the other party the reasonable attorneys' fees and costs incurred to enforce the Lease.

Force Majeure

14.9 Neither Lessor nor Lessee shall be required to perform any term, conditions, or covenant in this Lease so long as such performance is delayed or prevented by force majeure, which shall mean acts of God, strikes, lockouts, material or labor restrictions by any governmental authority, civil riot, floods, and any other cause not reasonably within

the control of Lessor or Lessee and which by the exercise of due diligence Lessor or Lessee is unable, wholly or in part, to prevent or overcome.

Real Estate Commission and Finder's Fees

14.10 Neither Lessor nor Lessee has entered into any real estate commission or finder's fee agreements with any broker, agent or finder in respect of this transaction, and Lessor and Lessee each agree to indemnify and hold harmless the other from and against any and all claims, losses, damages, costs or expenses of any kind, or arrangement or understanding alleged to have been made by the indemnifying party or on its behalf with any broker, salesman or finder in connection with this Lease or the transactions contemplated hereby.

Estoppel Information

14.11 Lessee shall, at the request of Lessor, provide any and all information with respect to this Lease to any person designated by Lessor.

Commitment of Current Revenues Only

14.12 In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Lessee under this Agreement, Lessee may terminate this Agreement upon ninety (90) days written notice to Lessor. Lessee 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).

Time of Essence

14.13 Time is of the essence of this agreement.

THE UNDERSIGNED Lessor and Lessee execute this Lease on the _____ day of _____, 2011.

LESSEE:
COUNTY OF HIDALGO

Ramon Garcia, County Judge

LESSOR:

Jose Ramirez, Jr.

Approved by Commissioners' Court
on 12/20/11 no

ATTEST:

Arturo Guajardo Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, LLP

By: _____
Steve L. Crain

EXHIBIT "A"
DESCRIPTION OF PROPERTY

Exhibit "A"

All of Tracts 325 and 326, Los Ejidos de Reynosa Viejo, Hidalgo county, Texas, except 7,663 acres, more or less, out of the Southwest part of Tract 325, as conveyed to Felipe Garcia, and as recorded Vol. 438, Page 495, Ded Records, Hidalgo County, Texas.

PURCHASING DEPARTMENT
County Of Hidalgo

CERTIFIED MAIL
7099 3220 0002 9744 5146
Via E-mail: jramirez668@aol.com

Jose Ramirez Jr.
PO Box 68
Penitas, Texas 78578

Re: Extension of Agreement-C-11-334-12-20-Lease agreement for the tract of land (aka Penitas Landfil)l-Pct 3

Dear Mr. Ramirez:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise an extension as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of December 10, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, December 6 , 2013 ,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: 12-6-13

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

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,

Rocio Villarreal
Contracts Manager

AI-42101 **Purchasing Department 10. D.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Comm. Joe Flores, Pct. #3 Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Approval of option for a sixty (60) day grace period extension (as permitted by contract) with BFI Waste Service of Texas under the same rates, terms and conditions for: "Garbage Collection Services at Los Ebanos Pavilion," located in Pct 3.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1100-452-00-123-008-0-421

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

BUDGETARY IMPACT:

2014 Adopted Budget

Attachments

Insurance

Letter of Extension

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/06/2013 09:48 AM
Budget & Management	Debbie Tamez	12/06/2013 10:02 AM
Glinda Pacheco	Glinda Pacheco	12/06/2013 01:19 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Rocio Villarreal Started On: 12/04/2013 04:51 PM

Final Approval Date: 12/06/2013

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 05/28/2013

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
CANNON COCHRAN MANAGEMENT SERVICES, INC.
17015 N. SCOTTSDALE RD.
SCOTTSDALE, AZ 85255

CONTACT NAME:
PHONE (A/C No.Ext): **FAX (A/C No.Ext):**
E-MAIL ADDRESS: certificateteam@ccmsi.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: OLD REPUBLIC INSURANCE COMPANY	24147
INSURER B: ILLINOIS UNION INSURANCE COMPANY	27960
INSURER C: LEXINGTON INSURANCE COMPANY	19437
INSURER D:	
INSURER E:	
INSURER F:	

INSURED
REPUBLIC SERVICES, INC.
18500 N. ALLIED WAY
PHOENIX, AZ 85054

COVERAGES **CERTIFICATE NUMBER: 347368** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PROJECT [ ] LOC			MWZY 60248	06/30/2013	06/30/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS -COMP/OP AGG	$ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000 $ 5,000,000
A	AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS			MWTB 21945	06/30/2013	06/30/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY(Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	
A A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		MWC 118477 00 AOS MWXS 1024 Excess WC OH MWXS 1023 Excess NSWC TX	06/30/2013 06/30/2013 06/30/2013	06/30/2014 06/30/2014 06/30/2014	[X] WC STATU-TORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE -EA EMPLOYEE E.L. DISEASE -POLICY LIMIT	 $ 3,000,000 $ 3,000,000 $ 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Division Number: 4863 - Named Insured Includes: BFI Waste Services of Texas, LP - Dba: Allied Waste Services of Rio Grande Valley - Brownsville Satellite

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPARTMENT
2802 S BUSINESS HIGHWAY 281

EDINBURG, TX 78539
United States

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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AGENCY CUSTOMER ID: _____

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED
		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054
POLICY NUMBER See First Page		
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Coverage is primary and non-contributory when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:
Certificate holder is Additional Insured when required by written contract.
Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:
Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:
Republic Services, Inc. and its subsidiaries are registered non-subscribers to the Texas Workers Compensation Act. Republic Services, Inc. has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#MWXS 1023) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability coverage form. The General Liability policy does not contain an endorsement excluding Contractual Liability.

RE: GARBAGE COLLECTION LOS EBANOS PAVILLION-PCT-3

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PURCHASING DEPARTMENT
County Of Hidalgo

CERTIFIED MAIL
7099 3220 0002 9744 7805
Via-Facsimile: (956) 428-2045
alegria@rebuplicservices.com

BFI Waste Services of Texas
Reynaldo Alegria, Sales Rep.
9402 W. Expressway 83
Harlingen, Texas 78552

Re: Extension of Agreement-C-10-244-12-14-Garbage Collection at Los Ebanos Pavilion-Hidalgo County Precinct No. 3

Dear Mr. Alegria:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise a sixty (60) Day Grace Period as provided in the current contract (under the same rates, terms and conditions). Please acknowledge receipt of this notice of placement on the Commissioners' Court meeting of December 10, 2013 for discussion, consideration and action, by signing below and returning to the Purchasing Department, by no later than Friday, December 6 , 2013 ,via facsimile to (956) 956-318-2629 or email to : rocio.villarreal@co.hidalgo.tx.us, so as to meet the agenda request form deadlines.

By: _____ Date: _____

Additionally, we are requesting your company provide an updated certificate of insurance as required through Hidalgo County's Request for (Bid, Quote, Proposal, Statement of Qualification).

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,

Rocio Villarreal
Contracts Manager

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-244-12-14

THIS CONTRACT is made and entered into this 14 day of **December, 2010** by and between the **COUNTY OF HIDALGO, TEXAS** ("County"), and **BFI Waste Services of Texas LP dba Allied Waste Services of Rio Grande** a Delaware Limited Partnership. ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Garbage Collection at Los Ebanos Pavilion"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with the specifications as bid, a copy of Request for Bid (RFB) Procurement Packet being attached hereto as Exhibits "A" (the "RFB") and Exhibit "B" respectively, and incorporated herein for all purposes (the "Bid Page"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the bid to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Services to locations at **Hidalgo County Precinct No. 3**. 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 Department Head, or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period beginning **December 14, 2010** and ending **December 13, 2011** and may be extended at the sole discretion of County for an additional two (2) one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this bid for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

7. Company shall provide insurance in force on all its vehicles and all persons connected

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

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

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

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

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

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

If to County:	**The County of Hidalgo** **Attn: County Judge** **1615 S. Closner, Suite J** **Edinburg, Texas 78539**
If to Company	**BFI Waste Services of Texas LP dba** **Allied Waste Services of Rio Grande** **Attn: Reynaldo Alegria, Sales Representative**

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. This Agreement may be terminated by either party without cause upon thirty (30) days written notice.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

WITNESS our hands in duplicate originals this 13th day of December, 2010.

COUNTY OF HIDALGO

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo Jr., County Clerk

Approved by Commissioners' Court
on 12/13/10

COMPANY:
By: _____
Printed Name: Reynaldo Alcocer
Title: Sales Rep

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____

EXHIBIT "A"

REQUEST FOR BID (RFB)
PORCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

July 06, 2010

(Company's name and address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY PRECINCT NO. 3**
Request for Bids -**"GARBAGE COLLECTION AT LOS EBANOS PAVILION"**
Bid No: 2010-244-07-21-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

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BIDS (RFB) CHECKLIST

HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
RFB NO: 2010-244-07-21-SGS

1. Request For Bid Letter, consisting of 1 page.
2. Request for Bid, Legal Notice, consisting of 7 pages.
3. Exhibit A Specifications, consisting of 5 pages.
4. Exhibit B Bid Page, consisting of 3 pages.
5. Exhibit C Insurance Requirements, consisting of 5 pages.
6. Exhibit D Conflict of Interest Questionnaire (CIQ), consisting of 2 pages.
7. Vendor/Bidder Application and W-9 form(s) consisting of 7 pages
8. Certification Regarding Debarment, consisting of 2 pages
9. Draft Service Agreement consisting of 9 pages

The above mentioned items shall be found in the for Bid (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, CPPB, Purchasing Agent

07/06/2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

REQUEST FOR BIDS

HIDALGO COUNTY PRECINCT NO. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

BID OPENING DATE: JULY 21, 2010

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626

Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"**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-2010-244-07-21-SGS- HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"** 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, JULY 21, 2010.**

   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. 2010-244-07-21-SGS- HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION".

   Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A.) separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B.) reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C.) award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item (s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Shipping costs are to be F.O.B. destination. (Vendor pays all shipping cost and remains responsible until the County takes possession)

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation - **"HIDALGO COUNTY PRECINCT NO. 3-GARBAGE COLLECTION AT LOS EBANOS PAVILION"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Precinct No. 3
Sergio H. Saenz, Park Director
(956)585-5311

17. Schedule of Events:

Bid Opening, 9:30 AM	**JULY 21, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. Ethical Standards:

- It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation,

auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;

- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County

Bid
for
HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
BID NO.: 2010-244-07-21-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 PRECINCT No. 3

"GARBAGE COLLECTION AT LOS EBANOS PAVILION"

Bid No. 2010-244-07-21-SGS

SPECIFICATIONS/REQUIREMENTS

Scope of Services:

Hidalgo County is soliciting competitive sealed bids for the service of "garbage collection" from certified, licensed participates. Bidders will be required to collect; transport and dispose of solid waste (garbage) generated by Hidalgo County Precinct No. 3-Los Ebanos Pavilion. All collection services will be on an "**As Needed Basis**".

Specifications/Requirements:

In accordance with the specifications/requirements specified herein and including, but not limited to all provisions set forth in the accompanying documentation. Any bid that does not meet the minimum requirements and/or specifications will be rejected.

1. All solid waste (garbage) collections will be on an "**As Needed Basis**" only.
2. The department is in need of a one (1) day service per week.
3. Bidder will be required to provide one (1), eight (8) cubic yard bin (container) with lid.
4. Bidder must provide the name and location of landfill site to which the solid waste will be delivered and disposed of.
5. If bidder(s) is not the owner or operator of the landfill site, bidder must provide copies of all documents authorizing bidder(s) to properly dispose of solid waste is such landfill.
6. The Bidder must present evidence that it possesses all federal, state and local permits necessary and proper to the conduct of a waste collection and disposal business.
7. Bidder shall provide a current permit for the landfill size issued by the Texas Natural Resource Conservation Commission (TNRCC) evidencing authorization for the disposal of solid waste. Bidder must be in compliance throughout the term of contract.
8. The successful bidder agrees to abide by all applicable state laws, regulations and be incompliance with all OSHA and TXDOT's regulations and requirements for the transportation of solid waste materials through out the term of the contract.
9. If a Local Declaration of Disaster is declared by the Hidalgo County Judge, special rates will apply for the following categories of waste:
    a) Construction Debris
    b) Furniture/Mattress
    c) Flammable/Hazardous Materials
    d) Batteries
    e) White goods transported to metal recycle.
10. No household trash will be included. Tickets must be specially marked by disaster name.
11. Bidder should designate which categories of waste your firm can transport or accept for waste storage.
12. Site locations will vary depending on event, to be discussed at initial waste removal planning meeting at the time of event.

13. Bidder will provide all labor, machinery and equipment, tools and materials required to render services.
14. Cost for land filling will be on a per ton basis as listed on Bid page form. (Exhibit "B").
15. Bidder must provide proposed collection schedule.
16. Bidder must provide any additional fees, such as landfill charges, transportation etc.

Collection Site:

Hidalgo County Precinct No. 3
Los Ebanos Pavilion
Los Ebanos, TX. 78565

TERMS AND CONDITIONS:

1.) The term of the contract will be for a one (1) year initial period. Hidalgo County reserves the right to extend the contract for an additional two (2) 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 the next contract term.

3.) Hidalgo County reserves the right to award the bid on a lump sum basis to one bidder or to Multiple bidders if the County determines it is in its best interest to do so.

4.) After Bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidder(s) and/or in complying with the contract agreement, Hidalgo County reserves the tight to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost of such item.

5.) Hidalgo County reserves the right to add or delete items/locations during the term of the contract under the same rates, terms and conditions.

6.) Any contract awarded to a successful bidder will be in effect until:
- The contract expires.
- Delivery acceptance of products and/or performance of services ordered, or
- Terminated by County with thirty (30) days written notice prior to the cancellation.

7.) Insurance requirements for this project to be maintained through out the contract term (refer to Exhibit "C" for limits).

8.) 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.

9.) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

10.) Bidder will have been in business for at least two years.

11.) The bidder awarded the contract shall not engage the services of a subcontractor without prior written consent of Hidalgo County. When requesting written consent from Hidalgo County to retain a subcontractor to perform services hereunder the successful bidder must present evidence and submit to the County that the successful bidder and the proposed subcontractor possess all necessary licenses and permits to perform the services described herein and that the successful bidder and the proposed subcontractor have obtained and submitted the required insurance coverage and policies as required by Hidalgo County.

12.) The successful bidder shall not deliver products or provide services without a Hidalgo County Purchase Order, signed by an authorized agent of the Hidalgo County Purchasing Department.

13.) Each bidder further represents and warrants that there are not current pending legal or administrative proceedings relating to its conduct of a solid waste collection, transport of disposal operation which will be utilized in performing on a contract awarded hereunder. Prior to award of contract, each bidder and thereafter, the successful bidder will notify the County within three (3) business days of the filing of any legal or administrative proceedings affecting or in any manner related to its operation of solid waste collection, transport and disposal operation which is or will be utilized in performing on a contract awarded hereunder.

14.) Bidder shall describe any tracking and manifest documentation procedures and certify that the same are in compliance with state and federal regulations relating to bio-hazardous waste disposal. Upon acceptance of any waste products by the successful bidder and execution of any request manifest or other document, the successful bidder shall be granted all right, title and interest in the waste. Procedures subsequent to the acceptance of the waste will comply with all applicable regulations regarding the handling and disposition of waste.

15.) Shipping and freight costs are to be net F.O.B. destination.

MARKET VOLATILITY AND UNIT PRICE ADJUSTMENTS:

Hidalgo County recognizes that during periods of national crisis and unstable economic conditions, unforeseen price increase might affect costs for goods and services contracted on an annual basis. The following procedure may be employed to medicate price volatility.

1) **Requesting Price Adjustment:** Upon written request of the Vendor to the County Purchasing Agent, the County may review evidence of prevailing industry-wide market conditions that warrant an adjustment in bid prices contained in the contract.

- A Vendor must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Such written request must be accompanied by a certified copy of the supplier's advisory or notification to the vendor of the price changes.
- The Vendor must put the Purchasing Agent on the mailing lists for such publications so that the Purchasing Agent can monitor said changes. Such membership shall be at no cost to the County.
- The County Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interest of the County.

- No price escalation will be authorized in excess of the amount of the increase referred to in the supplier's notice.

- The County may only grant a price increase if the evidence presented is deemed reliable. Should the County allow a price increase, the approved price change shall be honored for all orders received by the vendor or contractor after the effective date of such price change. Approved price changes are not applicable to orders already issued and in process at time of price change.

2) **Price Reduction:** Vendor shall notify the County at the time when the Vendor's cost for items and/or supplies reduce due to stabilization in the market at which time prices for items on this contract shall be reduced accordingly. Failure by the Vendor to notify the County of a decrease in costs for items and/or supplies for which the Vendor was granted a price adjustment, may result in immediate termination of this contract and the County shall not be obligated to pay the Vendor the difference between the contract price and the price adjustment.

3) **Timeframe for Adjusted Price Increases:** Price increases are only valid for the quarter in which they are requested and approved. Prices shall return to the original contract price at the beginning of the following quarter unless a Vendor notifies the County in writing within ten (10) days of expiration of the quarter in which the price increase is in effect, that it desires to have the price increase continue or that the Vendor is requesting a different price increase for the following quarter. Such request must be supplemented with sufficient justification to demonstrate that the price increase remains necessary. The County Purchasing Department shall have sole discretion whether to grant the price increase extension. The county Purchasing Department shall have sole discretion whether to grant the price increase extension. The County too, shall have discretion to unilaterally reduce, eliminate or extend a price adjustment to the Vendor at any time upon written notice from the County to the Vendor demonstrating justification for such reduction, elimination or extension of the price adjustment.

4) **Allowable Review Periods:** Price adjustment reviews may only be requested by the Vendor on a quarterly basis. However, the County may at its own discretion, conduct temporary price adjustment reviews at any time. The County Purchasing Agent and/or the County Auditor reserve the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.

5) **Dollar Limit to Price Changes:** The total increase in contract price shall not exceed twenty-five percent (25%) of the original contract price during the contract term.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to, Martha L. Salazar, CPPB, Purchasing Agent, 2802 S. Bus. Hwy. 281, Edinburg, Tx 78539. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, July 14, 2010 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, July 16, 2010 by 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
BID NO.: 2010-244-07-21-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable.
INCOMPLETE submittals shall be considered a probable cause for disqualification.

PART 1:

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Shipping and freight cost will be F.O.B. destination.

LOCATION SITE: LOS EBANOS PAVILION-HIDALGO COUNTY PRECINT # 3				
CHARGES FOR ONE (1) DAY - WEEKLY COLLECTION SERVICE: **QUANITY:** ONE (1) CONTAINER **BIN SIZE:** 8 CUBIC YARD CONTAINER W/ LID (MUST BE PROVIDED BY VENDOR)			**WEEKLY CHARGE/ ADDITIONAL FEES** $	**TOTAL MONTHLY FEE** $
COST FOR LAND FILLING (TIPPING CHARGE) OR ANY ADDITIONAL CHARGES. (PLEASE SPECIFY)			$_____ / PER TON $_____ ADD/FEES	$_____ / PER TON $_____ ADD/FEES
PROPOSED COLLECTION DAY	COLLECTION DAY		COMMENTS:	
COPIES OF ALL PERMITS/LICENSES ENCLOSED	YES	NO		

LANDFILL SITE ADDRESS/LOCATION:

_____

_____

DISCRIPTION OF TRACKING & MANIFEST DOCUMENTATION PROCEDURES:

_____

_____

_____

_____

IN THE EVENT OF AN EMERGENCY			
CATAGORIES OF WASTE FOR TRANSPORATION AND/OR WASTE STORAGE	**ACCEPTABLE**	**NON-ACCEPTABLE**	**SPECIAL RATES**
Construction Debris			$
Furniture/ Mattress			$
Flammable / Hazardous Materials			$
Batteries			$
White Goods Transported To Metal Recycle			$

COMMENTS:_____

_____

_____

PART II:

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

BIDDER/COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE & FAX NUMBER:_____

E-MAIL ADDRESS:_____

CELLULAR NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

(Must be submitted with Bid Packet)

EXHIBIT "C"

Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD **CERTIFICATE OF INSURANCE**

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERS & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT.**				WC STATU-TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	ADDITIONAL INSURED; INSURER LETTER: _____ CANCELLATION
Hidalgo County **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL **30** DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.

Authorized Signature Date

_____.

Company

_____.

Address

_____.

City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY
Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____
Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____
Signature of person doing business with the governmental entity — Date

Adopted 06/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or e-mail: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )
dba Name:
Legal Name:
Mailing Address : Fax No. ( )
Physical Address:
City, State, Zip Tax I.D. No.
Remit to Address : City, State, Zip
E-Mail Address:
Representative(s) Name(s) & Title(s)
Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit _____ LLC _____ Sole Proprietor _____ Other, Specify State Identification No._____ (Please attached completed W-9 form with this application) Federal Identification No. or (if individual) SS No.
State of Incorporation: _____ Date:_____ Other:
Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker _____ Distributor _____ Service Organization _____ Other, Specify
Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:
Small and/or Disadvantaged Business Information (check application criteria) Small Business:_____Disadvantaged Business (At Least 51% Ownership) ☐ Less than 125,000 annual gross receipt ☐ Black American ☐ Native American ☐ Less than 250,000 annual gross receipt ☐ Hispanic American ☐ Women ☐ Less than 499,000 annual gross receipt ☐ Asian Pacific American ☐ Other ☐ More than 500,000 annual gross receipt
Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No
What type of product(s) is/are solicited by your company?: Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No
To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing): Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receiv fair and equal opportunity for participation in the County's procurement process. This fact holds true for Servi (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The progr strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendc Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be consider as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and va certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____% (List HU Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐ Texas Building & Procurement Commission ☐Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. 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"

BID PAGE

OPENED
9:49 a
7-21-2
Witnesse

EXHIBIT "B"
HIDALGO COUNTY PRECINCT NO. 3
"GARBAGE COLLECTION AT LOS EBANOS PAVILION"
BID NO.: 2010-244-07-21-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable. **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

PART I:

AWARD WILL BE BASED ON THE LOWEST BID PER TON MEETING ALL REQUIRED SPECIFICATIONS/REQUIREMENTS. Shipping and freight cost will be F.O.B. destination.

LOCATION SITE: LOS EBANOS PAVILION-HIDALGO COUNTY PRECINT # 3			
CHARGES FOR ONE (1) DAY - WEEKLY COLLECTION SERVICE:		**WEEKLY CHARGE/ ADDITIONAL FEES**	**TOTAL MONTHLY FEE**
QUANITY: ONE (1) CONTAINER **BIN SIZE:** 8 CUBIC YARD CONTAINER W/ LID (MUST BE PROVIDED BY VENDOR)		$	$ 110.00
COST FOR LAND FILLING (TIPPING CHARGE) OR ANY ADDITIONAL CHARGES. (PLEASE SPECIFY)		$_____ / PER TON $_____ ADD/FEES	$_____ / PER TON Included Above $_____ ADD/FEES
PROPOSED COLLECTION DAY	COLLECTION DAY		COMMENTS:
COPIES OF ALL PERMITS/LICENSES ENCLOSED	YES: Yes / NO:		

LANDFILL SITE ADDRESS/LOCATION: Bidder Owned / 1/2 mile East of FM 493 Mile 12 N. Donna,Tx. 78537

DISCRIPTION OF TRACKING & MANIFEST DOCUMENTATION PROCEDURES:
Manifest provided at no charge.Documentation and Tracking will be through a signed sealed manifest document to the Generator

IN THE EVENT OF AN EMERGENCY			
CATAGORIES OF WASTE FOR TRANSPORATION AND/OR WASTE STORAGE	**ACCEPTABLE**	**NON-ACCEPTABLE**	**SPECIAL RATES**
Construction Debris	X		$
Furniture/ Mattress *	X		$
Flammable / Hazardous Materials		X	$
Batteries		X	$
White Goods Transported To Metal Recycle **			$

COMMENTS: * $ 233.00 per haul, $ 30.00per ton, $ 0.00 per rental
** $ 300.00 per haul

PART II:

The undersigned certifies that he has fully read and understands this "Request for Bid" and has full knowledge of the scope, quantity, and quality of the services and materials to be furnished and intends to adhere to the provisions described herein. The undersigned also affirms that they are duly authorized to submit this Bid, that this Bid has not been prepared in collusion with any other Vendor, and that the contents of this Bid have not been communicated to any other Vendor prior to the official opening of this Bid.

TEXAS

BIDDER/COMPANY NAME: BFI Waste Services of LP, a Delaware limited partnership d/b/a Allied Waste Services of Rio Grande

ADDRESS: 9402 W. Expressway 83

CITY/STATE/ZIP CODE: Harlingen, Texas 78552

PHONE & FAX NUMBER: (800)423-7316, (956)428-2045

E-MAIL ADDRESS: ralegria@republicservices.com

CELLULAR NUMBER: (956)454-6916

AUTHORIZED SIGNATURE: R. Alegria

PRINTED NAME: Reynaldo Alegria

TITLE: Sales Representative

DATE: 7/20/10

(Must be submitted with Bid Packet)

EXHIBIT "C"

CERTIFICATE OF INSURANCE

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 7/20/2010

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.	
Phone: 818-662-4200 Fax: 877-297-9262 BB&T - Knight Insurance Services 535 North Brand Blvd., 10th Floor Lic# 0619252 Glendale CA 91203	**INSURERS AFFORDING COVERAGE**	**NAIC #**
	INSURER A: ZURICH AMERICAN INS CO	16535
INSURED Republic Services Inc (Named Insured Continued Below) 18500 N. Allied Way Phoenix AZ 85054	INSURER B: STEADFAST INS CO	26387
	INSURER C: LEXINGTON INS CO	19437
	INSURER D:	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	GLO370304203	6/30/2010	6/30/2011	EACH OCCURRENCE	$ 5,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 5,000,000
						MED EXP (Any one person)	$
						PERSONAL & ADV INJURY	$ 5,000,000
						GENERAL AGGREGATE	$ 5,000,000
						PRODUCTS - COMP/OP AGG	$ 5,000,000
A		AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	BAP370304303	6/30/2010	6/30/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
						BODILY INJURY (Per person)	$
						BODILY INJURY (Per accident)	$ 0
						PROPERTY DAMAGE (Per accident)	$ 0
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT	$
						OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
C		EXCESS / UMBRELLA LIABILITY [X] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $	2214223/2214224	6/30/2010	6/30/2011	EACH OCCURRENCE	$ 5,000,000
						AGGREGATE	$ 5,000,000
							$
							$
							$
B		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under SPECIAL PROVISIONS below	EWT300304402	6/30/2010	6/30/2011	[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
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

"Umbrella coverage was arranged by Besso Limited, who solely placed coverage on behalf of Republic Services, Inc. with Lexington Insurance Company."
DIV 4863 Named Insured Includes BFI Waste Services of Texas, LP
The certificate is issued for BID Purpose only

See Attached...

CERTIFICATE HOLDER

HIDALGO COUNTY PURCHASING DEPARTMENT
2812 S HIGHWAY BUS. 281
EDINBURG TX 78539

CANCELLATION 10 Day Cancellation for Non-Payment

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

ACORD 25 (2009/01)
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IMPORTANT

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

DISCLAIMER

This Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

DESCRIPTIONS Continued.

HIDALGO COUNTY is an Additional Insured, except for Workers Compensation, if required by written contract. Waiver of Subrogation rights apply, if required by written contract. If required by written contract, the General Liability policy will apply as primary insurance and any other insurance to the additional insured shall apply as excess and non-contributory insurance.

Republic Services Inc includes any subsidiary company as now formed or constituted, and any other company over which the Named Insured has active control so long as the Named Insured or any subsidiary company has an ownership interest of more than 50% of such company.

AI-42053 **Purchasing Department 10. E.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Martha L. Salazar Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval for clarification purposes only of the contract number referenced on AI#41895 previously approved on November 26, 2013 to a **REFLECT THE CORRECT CONTRACT NUMBER WHICH IS E-13-195-06-04** for the "Arbitrage Compliance Computations" with Arbitrage Compliance Specialists.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

NO FISCAL IMPACT ON THIS AGENDA....

Attachments

PREVIOUS AGENDA ITEM

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/03/2013 03:47 PM
Budget & Management	Debbie Tamez	12/03/2013 04:11 PM
Glinda Pacheco	Glinda Pacheco	12/05/2013 09:14 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Vangie Garcia Started On: 12/03/2013 02:47 PM

Final Approval Date: 12/06/2013

APPROVED

AI-41895 **Purchasing Department 23. D. 0.**

CC REGULAR

Meeting Date: 11/26/2013

Submitted For: Ray Eufracio, CPA, HC Auditor **Submitted By:** Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Request by Hidalgo County Auditor for acceptance and approval of specific additional services for a proposed amount of $3,750.00 as submitted by "Arbitrage Compliance Specialists" under current contract #E-13-139-05-15 for completion of "Arbitrage Compliance Computations" for years 2004 and 2007 tax notes as required by the United States Treasury, Internal Revenue Services ("IRS") for the tax-exempt debt as detailed under Exhibit "A".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2013 **ACCT. #:** 1100-415-19-115-020-0-339

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

BUDGETARY IMPACT:

Attachments

E-13-195-06-04-Contract

Additional Contract Documentation

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/20/2013 05:51 PM
Budget & Management	Obdett Calzada	11/21/2013 03:38 PM
Purchasing Department	Marty Salazar	11/20/2013 05:51 PM
Budget & Management	Obdett Calzada	11/21/2013 03:38 PM
Glinda Pacheco		
Auditor's Office		

Form Started By: Vangie Garcia Started On: 11/20/2013 10:05 AM

November 11, 2013

Mr. Raymundo Eufracio, County Auditor
Ms. Linda Fong, Assistant County Auditor
Hidalgo County, Texas ("Issuer")
2808 South Business Highway 281
Edinburg, Texas 78539

Dear Mr. Eufracio & Ms. Fong,

CONTRACT FOR ARBITRAGE COMPLIANCE SERVICES

Arbitrage Compliance Specialists, Inc. ("ACS") is proposing a comprehensive contract ("Contract") to complete arbitrage compliance computations as required by the United States Treasury, Internal Revenue Service ("IRS") for the tax-exempt debt listed in Exhibit A. The Issuer or ACS can terminate this Contract upon a 30 day written notice and payment of any services to-date.

We appreciate the opportunity to provide assistance to help the Issuer comply with the IRS arbitrage compliance requirements. As always, if we may be of further assistance or if there are any questions, please do not hesitate to call us at (800) 672-9993 ext. 7538.

Very truly yours,

Arbitrage Compliance Specialists, Inc.

Matt Collins, Account Manager

Stephen Broden, Vice President

Please acknowledge acceptance of this engagement by signing and faxing this letter in its entirety to Arbitrage Compliance Specialists, Inc. at (800) 756-6505 or scanning and e-mailing to matt@rebatebyacs.com or Stephen@rebatebyacs.com

Ramon Garcia
Accepted by – Signature

County Judge
Title

Date

Hidalgo County
Organization

Approved by Commissioners' Court
on 11-26-2013

HEADQUARTERS: 5975 S. Quebec St. #205 · Centennial, Colorado 80111
V 800-672-9993 F 800-756-6505 V 303-756-5100 F 303-756-0901 W www.rebatebyacs.com
LOCATIONS NATIONWIDE: AZ · CA · CO · FL · ID · NJ · NV · OK · OR · PA · TN · TX · UT · WA

printed on recycled paper

EXHIBIT A
ARBITRAGE REBATE AND PROJECT FUND YIELD RESTRICTION BUDGET

BOND FACTS			REPORT	BUDGET			STATUS
Ctrl#	PAR	Bond Issue	Description	Type	End Date	Amount	Accept/Decline
4.00	$2,800,000	Tax Notes, Series 2004	Arbitrage Rebate Calculation	Final	10/06/06	$1,875	Accept ☐ Decline ☐
8.00	$13,195,000	Tax Notes, Series 2007	Arbitrage Rebate Calculation	Final	3/18/09	$1,875	Accept ☐ Decline ☐
	TOTAL					**$3,750❶***	

Footnotes for pricing:

❶*ACS' fee for completing and filing Form 8038-T on 5th Year, 10th Year....Final Year if rebate is owed and applicable; on-time filing $395, late filing $595.*

**Optional Charges for all issues, if applicable: $150 per hour - Uncommingling of any funds, accounts or investments, as required (approximately $250 - $1,000 per year); transferred proceeds allocations (approximately $250 - $500 per year), if required due to certain types of refundings; if a Spending Exception is a viable option for this issue, the fee per 6-month report is $1,250, which is generally in lieu (unless there is a Reserve Fund) of rebate reports. ACS's fees include one hour of data collection per debt issue; additional hours will be billed at $150 per hour.*

Zimbra **evangelina.garcia@co.hidalgo.tx.us**

Re: Approval of Document-Arbitrage Compliance Specialists

From : Evangelina Garcia <evangelina.garcia@co.hidalgo.tx.us> Wed, Nov 20, 2013 11:03 AM

Subject : Re: Approval of Document-Arbitrage Compliance Specialists

To : Steve Crain <scrain@atlashall.com>

Yes Sir, it appears that they are and thank you for your response.

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Wednesday, November 20, 2013 11:06:11 AM
Subject: RE: Approval of Document-Arbitrage Compliance Specialists

If the auditor is satisfied then I am OK.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, November 20, 2013 10:45 AM
To: Steve Crain
Subject: Re: Approval of Document-Arbitrage Compliance Specialists

Mr. Crain:

It's one of the attachments listed as E-13-195-06-04, nonetheless attached it is. The signature page is unde page 3 of 66 when you open the attachment.

Thank you

From: "Steve Crain" <scrain@atlashall.com>
To: "Evangelina Garcia" <evangelina.garcia@co.hidalgo.tx.us>
Sent: Wednesday, November 20, 2013 10:44:59 AM
Subject: RE: Approval of Document-Arbitrage Compliance Specialists

Lease send to me the contract I approved.

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Wednesday, November 20, 2013 9:53 AM

AI-42038 **Purchasing Department 10. F.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Norma Longoria, WIC Director

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of the monitoring service agreement (reviewed and approved by legal) for the monthly amount of $18.99 which includes administration fees for the Roma WIC with ASG Security for the duration of term as stated on 2C of agreement 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 agreement by County Judge, Court Member through assigned requisition #244828.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 1292-441-00-350-001-4-413

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

BUDGETARY IMPACT:

Funds available through Req#0244828.

Attachments

AGREEMENT

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/03/2013 03:44 PM
Budget & Management	Debbie Tamez	12/03/2013 04:20 PM
Glinda Pacheco	Glinda Pacheco	12/05/2013 11:07 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Vangie Garcia Started On: 12/02/2013 03:06 PM

Final Approval Date: 12/06/2013

Barcode

COMMERCIAL PURCHASE, LEASE AND SERVICES AGREEMENT

Corporate Info
Status
Site #
Job #

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 3rd day of DECEMBER 2013, by and between Alarm Security Group LLC (ASG Security), hereinafter called the "Company" and HIDALGO COUNTY WIC hereinafter called the "Client", at (site address)
1505 North Grant Street Roma, 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 $ 15.00 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 and Pricing. ---------- SEE ATTACHED LIST OF SITES AND LOCATIONS

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature* HIDALGO COUNTY WIC	*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-1582 | TX: B11360; ACR-2242; ECR-1767; HCR-410, San Angelo Security-B17807
AR: E-M.20130041 | GA: LVA205686 | NJ: 34BF00000500; 661309 | OR: PSJD57714 | UT: 6305117-6501
CA: 7261 | LA: F1899, USA Fire & Burglar-F1733 | NM: 373983 | PA: PA062390 | VA: 11-3605; 2705 058253A
DC: ECS901543 | MA: 1508C; SS CO-600986 | NV: 1206036980 | RI: 4820.TSC-1848 | WV: WV0043575
DE: 02-71; PAL-0221, PAL-0286 | MD: 107-714 | OH: 33 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: 4601 Glenwood Ave, Suite 200, Raleigh, NC 27612 919-788-5320.

THIS IS A CONTRACT - READ ALL PAGES CAREFULLY

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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 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 Disrupting: 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 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, 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 resulting 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 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 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

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 3rd day of DECEMBER, 2013, between ASG Security (Company) and HIDALGO COUNTY WIC ("Client"), located at:

1505 North Grant Street Roma, 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.

Location & Services

Site name	Address	City	Burglary Mon
Roma Clinic	1505 North Grant Street	Roma	$15.00

ASG SECURITY (Alarm Security Group LLC)	Accepted by:	
Sales Representative (Print/Signature)	*Client's Authorized Signature* HIDALGO COUNTY WIC	*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.

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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-41776 **Purchasing Department 10. G.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Martha Salazar Submitted By: Elena Gomez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to advertise and approval of procurement packet developed and drafted by participation by county user Elected Offices and IT (i.e., specifications, legal notice etc.) as attached hereto for "Hidalgo County- Credit Card Payment System" RFB 2013-196-00-00-MEG.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCT. #:

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

BUDGETARY IMPACT:

Credit Card Services will be paid to vendor through a user fee, no budgetary impact to the County.

Attachments

Drafts, Legal Notice, Specifications, Exhibit B

legal email

agreement

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	11/26/2013 04:15 PM
Budget & Management	Obdett Calzada	11/27/2013 09:26 AM
Manuel Chapa	Obdett Calzada	12/02/2013 04:04 PM
Purchasing Department	Marty Salazar	12/03/2013 03:42 PM
Manuel Chapa	Manuel Chapa	12/05/2013 10:55 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Elena Gomez Started On: 11/12/2013 03:34 PM

Final Approval Date: 12/06/2013

RFP NO: 2013-196-00-00-MEG	BUYER: Elena Gomez	Tel. No: (956) 318-2626 x-4855

REQUEST FOR PROPOSALS

HIDALGO COUNTY

"CREDIT CARD PAYMENT SYSTEM"

Month date 2013

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Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

(956) 318-2626

Form HCPD-04

LEGAL NOTICE **RFP NO: 2013-196-00-00-MEG**

1. Sealed proposals will be received for **"Hidalgo County – Credit Card Payment System",** in accordance with the requirements attached hereto as Exhibit "A." Proposals should address all requirements set forth. Proposers may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the requirements. Hidalgo County reserves the right to reject the deviation and its effect on the overall proposal.

2. One (1) original and seven (7) copies of all RFPs are required, with the vendor's name and address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package, **RFP NO: 2013-196-00-00-MEG Hidalgo County–Credit Card Payment System"** and in County's Purchasing Department, **physical address:** 2802 S. Business Hwy. 281; **mailing address:** 2812 S. Hwy. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., Wednesday, month date, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFP RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH THE FOLLOWING REFERENCE: RFP NO: 2013-196-00-00-MEG "HIDALGO COUNTY–CREDITCARD PAYMENT SYSTEM".

   WRITTEN QUESTIONS WILL BE ACCEPTED WILL BE ACCEPTED via facsimile to (956) 292-7612 or via e-mail to elena.gomez@co.hidalgo.tx.us . BY NO LATER THAN Wednesday, **month date, 2013.**, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, **month date, 2013,** 2013. **TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

   Hidalgo County reserves the right to refuse and reject any/all proposals and to waive any/all formalities or technicalities, or to accept the proposal considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to: **A.** separate and accept, or eliminate any item(s) listed under this proposal that it deems necessary to accommodate budgetary and/or operational requirements; **B.** right to reject any or all proposals submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal for approval. Receipt of any proposal shall under no circumstances obligate County to accept the lowest dollar proposal and; **C.** award of this contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiation, taking into consideration the relative importance of price and other evaluation factors as herein set forth.

4. Failure of the delivered item(s) to perform as specified or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible proposer, or to reject all proposals and re-advertise.

5. For work to be performed at a County owned or operated location, each proposer shall, in its sole discretion, visit the job site before preparing the proposal and thoroughly familiarize himself/herself with existing conditions. Proposer should take field dimensions and note all circumstances which affect the dollar amount of the proposal.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, proposers are required to include illustrations, specifications, explanation of warranties, and service data with their proposal including catalogue numbers and any necessary references.

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7. No proposal may be withdrawn within sixty (60) days from the scheduled time to open proposals.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after priced proposal opening.

9. Any interpretations, amendments, corrections or changes to this proposal document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Proposals. Proposers shall acknowledge receipt of all addenda as a part of their proposal.

10. County reserves the right to accept or reject any or all proposals.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a proposal or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security card to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy of their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS: (If applicable)

- No deliveries accepted after 3:00 P.M., Monday-Friday.

- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, CPPB, Purchasing Agent before delivery will be accepted.

- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

- Invoices must include:
  a) Name and address of successful proposer
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)
  d) Notation – "**Hidalgo County – Credit Card Payment System"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
  f) contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

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Hidalgo County Auditor's Office
Ray Eufracio, County Auditor
2802 S. Business Hwy 281
Edinburg, TX 78539
956-318-2511

17. Schedule of Events

Projected Proposal Opening, 9:30 A.M.,	**month date, 2013**
Project/Anticipated Award Date:	**_____, 2013**
Commence Work or Deliver Products	**_____, 2013**

18. ~~Bid or Performance Bond and~~ **Debarment Certification**~~; Payment Under Contract:~~

. ~~If the contract proposed is for the construction of public works or is for a contract for goods and services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas.~~

All participants are required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR76.

. ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a proposal, and prior to commencement of the actual work, the proposer shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

. ~~If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.~~

. ~~If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.~~

. ~~For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.~~

19. Ethical Standards:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor 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

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subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest:

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful Proposer fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.**

21. If, during the life of any contract or proposal awarded, the successful proposer's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Proposals, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Proposers: A prospective proposer must affirmatively demonstrate proposer's responsibility. A prospective proposer, by submitting a proposal, represents to County that it meets the following requirements:

. Possess or is able to obtain adequate financial resources as required to perform under the proposal;

. Be able to comply with the required or proposed delivery schedule;

. Have a satisfactory record of performance;

. Have a satisfactory record of integrity and ethics;

. Be otherwise qualified and eligible to receive an award.

23. Successful proposer will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful proposers' officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County,

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including, but not limited to, benefits associated with County's civil service system.

24. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty (30) day's written notice prior to cancellation.

25. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful proposer; County reserves the right to terminate any contract immediately in the event a successful proposer fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful proposer shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful proposer, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from proposal award. Successful proposer indemnifies and will indemnify and save harmless County from liability, claim or demand on their part, agents, servants, customers, and/or employees whether such liability, claim or demand arise from event or casualty happening or within the occupied premises themselves or happening upon or in any of the halls, elevators, entrances, stairways or approaches of or to the facilities within which the occupied premises are located. Successful proposer shall pay any judgment with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful proposer's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods or services provided by successful proposer.

27. Successful proposer shall warrant that all items/services shall conform 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 Proposals shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful proposer within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

28. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

29. The successful proposer shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

30. Proposers shall provide with the proposal response, a list of at least three (3) references where like services have been supplied by their firm. Include the name of the business or government, address, telephone number and name of representative or contact person.

31. Proposers must provide **all** documentation requested with this Proposal in their response. Failure to provide this information may result in rejection of the proposal as non conforming.

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Request for Proposal

HIDALGO COUNTY –
"CREDIT CARD PAYMENT SYSTEM"
RFP NO: 2013-196-00-00-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Address: 2802 S. Business Hwy. 281
Mailing/US Postal Address: 2812 S. Business Hwy. 281
Edinburg, Texas 78539

In accordance with the Requirements, and subject to all laws and regulations of the United States and state and local laws, the undersigned proposer proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned proposer further agrees, upon acceptance of its proposal, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Requirements within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Proposer acknowledges receipt of all of the pages of the documents referenced in the Request for Proposal Checklist presented in connection with this procurement. Proposer understands that Hidalgo County reserves the right to reject any or all proposals and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best proposal.

Proposer agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving proposals, as contained in the Requirements.

Respectfully submitted,

Proposer:_____

Address:_____

_____

_____

By:_____

Printed Name:_____

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EXHIBIT "A"

Specifications, Scope of Services, Requirements, General Terms and Conditions

Hidalgo County

"CREDIT CARD PAYMENT SYSTEM"

RFP NO: 2013-196-00-00-MEG

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HIDALGO COUNTY
"CREDIT CARD PAYMENT SYSTEM"
RFP NO: 2013-196-00-00-MEG

Overview:
The County of Hidalgo is seeking to enter into a "Credit Card Payment System" contract with a qualified vendor capable of providing the Tax Assessor-Collector, the District Clerk, Justice of the Peace Offices and any other applicable County department with "TURN-KEY" Credit Card Payment Systems for processing County residents' payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner. The Hidalgo County Purchasing Department will receive sealed envelopes containing proposals for the provision of "Credit Card Payment System" as specified herein. Sealed proposals will be accepted until 9:30 A.M., Wednesday, month, date, 2013. ANY RFP RECEIVED AFTER THAT DATE AND TIME WILL NOT BE ACCEPTED AND WILL BE RETURNED UNOPENED.

Deliver Submittal to:
RFP Number: 2013-196-00-00-MEG

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

The Submittal Envelope Must Show The RFP Number, Name And Opening Date.

The following outlines the Request for Proposals:

SECTION I - GENERAL TERMS AND CONDITIONS

ADDITIONAL INFORMATION: Hidalgo County is requesting that request for proposals be routed to:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

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

DISCLOSURE OF CONFLICT OF INTEREST:
Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that

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statement to be filed. The disclosure requirement applies to a person or business who contract or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful participant fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office locate at 100 No. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE PROPOSER.

PROPOSER'S AFFIDAVIT:
Prior Contract award, respondents to this RFP must submit a signed Proposer's Affidavit (attached herein in Exhibit E) certainly that the submission is (1) not the result of Collusion as described in the Proposer's Affidavit or that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit NON-DISCRIMINATION: Submitters, during the performance of this contract, will not discriminate against any employee or applicant for employment because of race, religion, sex, national origin or disability except where religion, sex, national origin or disability is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

PROCESSING TIME FOR PAYMENT:
Submitters are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF PROPOSALS:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Submitters must, upon request, furnish satisfactory evidence of their ability to furnish products or services in accordance with the terms and conditions of these requirements. Hidalgo County will make the final determination as to the submitter's ability.

SUBMITTER DEFAULT:
Hidalgo County reserves the right, in case of submitter default, to procure the articles or services from other sources and hold the defaulting submitter responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the submitter to review the Request for Proposal (RFP) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the requirements or proposers procedures must be received in the Purchasing Department not less than seventy-two hours prior to the time set for the opening. These criteria also apply to requirements that are ambiguous.

HAND DELIVERED PROPOSALS:
Hidalgo County requires submitters, when hand delivering proposals, to make sure that it is stamped with date and time by the County Purchasing Staff.

SIGNING OF PROPOSALS:
In order to be considered all submittals must be signed. Please sign the original in blue ink.

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

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

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

DURATION OF CONTRACT: The initial term of the contract shall be for (*4) four Years*, with the County's option for an additional (1) *One Year* extension based on prior year's performance evaluation and contingent upon cost remaining unchanged. Hidalgo County reserves the right to continue this proposal for an additional sixty (60) day "Grace Period" at the end of the contract term for unforeseen delay of award for next term and contingent upon cost remaining unchanged. Additional requirements to be included in the contract, stated under Scope of Services/Requirements (Hardware & Software Agreement) in *Exhibit "A"*.

ADDITIONAL INFORMATION TO TERMS AND CONDITIONS:

All costs and expenses associated with the preparation and submission of proposals shall be the responsibility of the vendor and no reimbursement for such charges or expenses shall be passed onto Hidalgo County any other applicable programs and agencies under Hidalgo County.

Any contract awarded to a successful proposers 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 ninety (90) day's written notice prior to cancellation.

Any award of a contract as a result of this invitation will be made by written notification from Hidalgo County Purchasing Department. At this time, the Company/firm must be prepared to immediately begin execution of the appropriated agreements.

SECTION II - RFP REQUIREMENTS

REQUEST FOR PROPOSALS:
The required contents and limitations for the preparation of the RFP are described in this section. Failure to provide the requested information or adhere to any County limitations will result in disqualification of the submitted RFP. A total of one (1) original and seven (7) copies of the RFP shall be submitted to the address on the cover letter.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the proposers understanding of the project needs, the services required, and any local issues or concerns. Briefly explain how long you have been organized and your business objectives. Explain how long you have been in business. This description should be concise, candid, and limited to 3 pages in length.

PROPOSER'S QUALIFICATIONS (IF APPLICABLE TO PROJECT):
Hidalgo County is soliciting to contract with a proposer who is qualified, licensed and certified. The proposer will directly perform the required services are required to have any and all applicable licenses, permits, credentials, qualifications to perform necessary services. Must submit any and all applicable licenses, permits, credentials, qualifications with RFP. Photostat copies are acceptable

PERSONNEL AND STAFFING:
The proposers should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic

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

REQUIRED CERTIFICATES AND SUBMITTAL:
This section will contain ***any/all*** licenses, registrations, permits, and certifications as required by the STATE OF TEXAS and HIDALGO COUNTY that you possess that deem you as qualified.
If proposer/vendor cannot meet any of the following services/responsibilities, such exceptions must be noted on the company's cover letter.

PROPOSERS ARE TO PROVIDE A FEE SCHEDULE WITH THIS SUBMITTAL:
Proposer(s) is to provide a proposed fee on proposal page based on the scope of services/work requested.

All/Any costs and expenses associated with the preparation and submission of (bids, proposals and/or quotes) shall be the responsibility of the proposer and not reimbursements for such charges or expenses shall be passed onto Hidalgo County.

Hidalgo County has the authority to utilize State Contracts from its membership with their existing or new cooperatives when ever it is in the County's best interest to do so.

SPECIFICATIONS / SCOPE OF SERVICES / REQUIREMENTS

The County of Hidalgo is seeking to enter into a Credit Card Payment System contract with a qualified vendor capable of providing the Tax Assessor-Collector, District Clerk, County Clerks, Justices of the Peace, Treasurer's and any other applicable County department with "TURN-KEY" Credit Card Payment Systems for processing County residents' electronic payments for property taxes, automobile license plates, court fines and fees, etc. in an efficient manner.

The following are the minimum requirements and/or specifications that will be acceptable to Hidalgo County. These requirements and/or specifications may be equal to or better. Any proposal that does not meet the minimum requirements and/or specifications will be rejected, including but not limited to:

- Hidalgo County reserves the right to award to multiple vendors if it's in the best interest to do so.
- Hidalgo County reserves the right to terminated the contract with a (60) sixty day written notice prior to any cancellation.
- Hidalgo County reserves the right to request SELF-SERVICE KIOSK(S) from awarded vendor thru this project which must have the capability to interface with Hidalgo County software and/or database.

1. Provide a Browser based turn-key Credit Card / Internet Check payment processing Application Service Provider (ASP) solution.

2. The proposed ASP solution must be fully hosted by the proposing vendor. This ASP solution must be inclusive all software support cost.

3. The proposed solution must provide 128 bit encryption

4. The proposing vendor must provide, "live" instructor directed training services for of all current and future staff

5. The Credit Card processing provider must hold a current Level-1, Service Provider, PCI-DSS (Payment Card Industry – Data Security Standard) certification and have done so for an unbroken period of time that would number at least four (4) consecutive previous years to this request.

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6. The proposed system must provide for payment processing through an in-person / counter modality as well as a public access through the web.

7. Provide individual customized public websites that are specific to individual County departments or offices for the collection of specific service fees and data collection provided through the form fields through public websites.

8. Provide Internet Browser based collection services for the following departments:
    a. Tax Office Motor Vehicle
    b. Tax Office Property Tax
    c. County Clerk
    d. District Clerk
    e. Justice of the Peace Courts
    f. Community Service Corrections
    g. Third party cities or agencies.

9. The proposed solution must provide the County with a Real-time Administrator Module that will allow County senior staff to manage the following without vendor intervention:
    a. Create Departmental Location(s)
    b. Create individual user-task descriptions
    c. Create authority for individual users by task
    d. Create duplicate receipts on demand

10. The proposed solution must provide the County with a [no cost to County] real-time interactive interface with the current County's Property Tax software vendor.

11. The proposed solution must provide the County with a real-time interactive interface with the current Criminal Justice of the Peace legacy system that may be retired within the next 24 months

12. The proposed solution must also be prepared to provide a real-time interactive interface with the County's new Odyssey System from Tyler Technology that is anticipated to be operational within the next 18 months

13. The proposed solution must be able to provide on-line receipts for all credit card and electronic check transactions.

14. The proposed solution must provide a unique tracking number for all transactions that is in addition to any user defined reference identifier

15. Must provide on-line "real-time" on-demand reports on all counter and on-line transactions based upon the following minimum guidelines:
    a. Daily transactions by unique task, i.e., property tax payment, motor vehicle fee, court fines & etc.
    b. All transactions by date and court.
    c. All transactions, by either week, month or real-time on a daily basis for counter transactions
    d. All transactions by unique user-defined Employee Identifier

16. Provide daily "Live" Customer Call Service Desk support to the County staff and the client Credit Card users

17. Provide daily "Live" credit card resolution assistance

18. Provide a secured search site for Motor Vehicle clerks to search the Scofflaw database by any/multiple or all the following search criteria:

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a	Date of Birth	h	City
b	Last Name	i	Case Number
c	First Name	j	Case Status
d	Middle Name	k	Warrant Status
e	Driver's License	l	Court Id
f	Citation Number	m	Date
g	Address	n	Search Type

19. Provide a Denial letter listing each department with each or multiple cases and absconder information. Must be able to provide how many times denial letters are printed; daily, weekly, monthly and in other data parameters.

20. Provide a database merge from each of the following departments:
    a. County Clerk
    b. District Clerk
    c. Justice of the Peace Courts
    d. and any third party that the county enters into an agreement with

21. Provide on-demand online payment report of all transactions processed regarding non-scofflaw online payments

22. Provide on-demand online payment reports of all transactions processed regarding absconders

23. Provide a Public accessible website providing search of the Justice of the Peace, County Clerk, District Clerk, and other county managed Scofflaw database by the following search criteria:
    a. Date of Birth & Last Name
    b. Last Name & Driver's License
24. Provide secure online payment processing solution for Scofflaw Absconders through the Scofflaw website

25. Provide department specific transaction reports

26. Provide department specific settlement reports funding into County department designated bank accounts

27. The proposed solution must provide daily "live" Customer Call Service Desk to support County staff and the client eCommerce users".

28. The proposed solution must provide Hidalgo County with an integrated interface and related license from current vendor with the County's existing Scofflaw software solution providing:
    i. Real time absconder aged as scofflaw
    ii. Reporting of payment category determining Scofflaw and Non-Scofflaw eCommerce transactions for statistical report to County Judge's Budget office staff for analytics.
    iii. Real time eCommerce transaction updates clearing absconder's status

29. The software requirements on the Kiosk must be licensed to use the following software products:
    i. Scofflaw Collections, Justice of the Peace fines and fees collections, County Clerk and District Clerk collections
    ii. API to the Tax Office's software vendor
    iii. API to the County Clerk and District Clerk's internal collections vendor
    iv. API to the County JP internal collections vendor

30. The proposed solution must provide Hidalgo County with integrated interfaces with the County's existing software solutions:
    i. Hidalgo County Property Tax Software vendor
    ii. Hidalgo County County Clerk

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iii. Hidalgo County District Clerk
iv. Hidalgo County Justice of the Peace
v. Hidalgo County Community Service Corrections Department

31. The proposing vendor must provide "live" instructor directed training services for all current and future staff that will be responsible for managing all Kiosks.
32. The proposing vendor must provide on-line "real-time" on-demand audit reports on all Kiosk transactions based upon the following minimum guidelines:
    i. Reporting of scofflaw and non-scofflaw specific eCommerce transactions
    ii. All transactions specific to each type by department and identifier such as case or cause number or property ID for each of the eCommerce payments made through the Kiosk
33. The proposed solution must be able to provide live receipts from the various licensed software solutions that the Kiosk will be interfaced with for all eCommerce transactions.
34. The proposed solution must provide for on-line Settlement reports for all transactions. These settlement reports should be separate reports that are distinguishable by the department and task that the collection was made for, as well as provide an overall County wide ability to view all transactions. Full download of all transactions by department, task, location etc. to be available in a file format acceptable to the County Departments.
35. The proposing vendor must provide a means by which the County can affect an eCommerce transaction reversal or credit including any additional fees paid for the transaction.
36. The proposing vendor must provide a resolution collection service *before* a Charge Back to the County account. Moreover, that resolution collection service must provide up to 21 days of 'Resolution / Collection Service' on prospective Charge Backs before the charge back can be generated.
37. The proposing vendor must have a Texas Scofflaw Application implemented
38. The proposing vendor must be a local vendor
39. The proposing vendor must have a support office within 65 miles of the County
40. The proposing vendor must have provided similar services for the County for the last 2 years
41. The solution must provide for on-line next-day Settlements reports for all transactions that are to be funded. These settlement reports should be separate reports that are distinguishable between the County-wide Counter Payments and the On-Line Property Tax Payments.
42. Provide a means by which the County can request a credit card transaction reversal
43. Resolution Collection Service-before a Charge Bank to the County account the vendor must provide up to 21 days of "Resolution / Collection Service" on prospective Credit Card Charge Backs or Bad Check Collections that come from an Internet originated check.
44. Must have the ability to add additional swipe machine and with the ability for signature from customers
45. The proposing vendor must provide daily "live" eCommerce resolution assistance.
46. Credit Card tokenization- This function is essential to allow taxpayers to set up advance payments via both checks and credit cards for future payments. Tokenization is a requirement to move ahead with the implementation of future e-payments. With the new law requiring tax collectors to allow all delinquent accounts which are homesteads to enter into installments payment agreements.

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ADDITIONAL REQUIREMENTS:

Provide a timeline for delivery of these services included but not limited to:

- Technical Plan
- Training Plan
- Implementations Plan
- And any other items for services required to be fully functional.

SERVICES AND FEES

Vendors must provide all ranges of services available; discount rates; all applicable service (monthly/yearly); set-up; membership; training; programming; installation; transaction and bank fees to ensure that all proposals are properly evaluated. Any optional services available, which benefit the County, should be proposed to acquire the most advantageous system for the County. Hidalgo County will assess a user fee to customer as allowed by Section 31.06 (c) Tax Code. User fee will be payment in full to vendor. No additional charges will be paid by Tax Office, District Clerk's Office, Justices of the Peace and any other county department that would like to use the Credit Card Services Payment System.

HARDWARE AND SOFTWARE MAINTENANCE

The appropriate processing equipment (terminals, printers, imprinters, pin pads, Kiosk etc.) required to handle the volume of transactions of a county of this size must be provided. Brochures describing the proposed processing equipment must be provided. Extended maintenance fees and credit card processing supplies pricing must also be included. Equipment maintenance is vital; no service can be provided to the County residents if the equipment is down. A four (4) hour response time will be required on all service calls.

Maintenance shall include software upgrades and any required service (on-site and remote).
ON-SITE VISIT

In order to properly assess the needs of the Hidalgo County Tax Office, its respective substations, the District Clerk's Office, County Clerk's, Justices of the Peace offices and any other applicable departments, on-site visits are required. The following are the addresses and telephone numbers of the departments currently interested in participating in this project. There may be a need to add departments/locations during the contract term.

1 Paul Villarreal
Hidalgo County Tax Office (New Administration Bldg)
2804 S. Business Hwy 281
Edinburg, Texas 78539
Phone: 956-318-2157 Fax: 956-318-2733

2 Hon. Laura Hinojosa, District Clerk
Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas 78540
Phone: 956-289-7808 Fax: 956-318-2251

3 Hon. Arturo Guajardo, County Clerk
Hidalgo County Courthouse
100 N. Closner
Edinburg, Texas 78540
Phone: 956-318-2200 Fax: 956-318-2105

8 Justice of the Peace-Rosa Treviño
(Precinct 2, Place 2)
300 W. Hall Acres, Suite D
Pharr, Texas 78577
Phone: 956-787-1986 Fax 956-787-9343

9 Justice of the Peace-Luis Garza
(Precinct 3, Place 1)
730 Breyfogle, Suite C
Mission, Texas 78572
Phone: 956-519-8422 Fax: 956-519-1796

10 Justice of the Peace-Ismael Ochoa
(Precinct 3, Place 2)
730 Breyfogle, Suite A
Mission, Texas 78572
Phone: 956-581-2124 Fax: 956-581-2134

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Justice of the Peace-Gilbert Saenz
(Precinct 1, Place 1)
4 1902 Joe Stephens Blvd, Suite 301
Weslaco, Texas 78596
Phone: 956-447-3995 Fax: 956-447-9522

Justice of the Peace-Jesus Morales
(Precinct 1, Place 2)
5 1902 Joe Stephens Blvd, Suite 302
Weslaco, Texas 78596
Phone: 956-968-0707 Fax: 956-698-8872

Justice of the Peace-Bobby Contreras
(Precinct 2, Place 1)
6 300 W. Hall Acres, Suite F
Pharr, Texas 78577
Phone: 956-748-3540 Fax: 956-784-3541

Community Supervision and Corrections Department
7 PO Box 970
Edinburg, Texas 78540

Justice of the Peace-Charlie Espinoza
11 (Precinct 4, Place 1)
212 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-380-4473 Fax 956-380-4029

Justice of the Peace-Homer Jasso
12 (Precinct 4, Place 2)
222 N. 12th Ave.
Edinburg, Texas 78541
Phone: 956-383-0921 Fax 956-383-7430

Norma G. Garcia, Hidalgo County Treasurer
13 2810S.BusinessHwy.281
Edinburg,Tx78539-6243
Ph:(956)318-2506
Fx: (956) 318-2507

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HIDALGO COUNTY
CREDIT CARD PAYMENT SYSTEM
RFP No. 2013-196-00-00-MEG

PROPOSAL SHEET

Indicate the turn-key system being proposed. The breakdown (detailed listing) should include: the items (equipment), unit cost, item totals and any applicable maintenance charges. All pricing information must be provided on the proposal sheet provided. This information may be provided on separate sheets of paper if necessary.

On the grid below, indicate the total service/maintenance cost for the proposed system, for the first (if applicable) and second years.

The pricing for consumable supplies, unique to the proposed system, may be provided on a separate sheet of paper.

Equipment required at Main Office:

Number of substations and equipment at each site:

The following grid indicates the system's service/maintenance total.

TURNKEY SYSTEM					
MAINTENANCE	1ST Year	2nd Year	3rd Year	4th Year	Total
HARDWARE	$	$	$	$	
SOFTWARE	$	$	$	$	
KIOSK	$	$	$	$	

In the event of a typographical error, unit price prevails.

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SECTION III – SELECTION / EVALUATION / RANKING

A. SELECTION/EVALUATION/RANKING PROCESS:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. Understanding the Services/Methodology. Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo. 25 points

2. Ability to commit to all Services Required. Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers. 30 points

3. Ease of Support System & Response Time. Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately. 20 points

4. Cost Fees and Warranty. In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour. 25 points

Total 100 Points

B. RANKING OF PROPOSALS:

Hidalgo County will evaluate and score the RFP responses. After the RFPs have been evaluated and scored, Hidalgo County will make a recommendation to Hidalgo County Commissioners Court for approval of rank and/or award of proposal.

C. NEGOTIATION PROCESS:

Compliance with all requirements, the most cost productive, efficient and effective plan will be considered. Emphasis will be placed on capability to perform within the program as well as meeting the needs of Hidalgo County. Accuracy and completeness are essential. If negotiations proved unsuccessful, the next highest ranked proposer will be contacted. Hidalgo County reserves the right to reject any and all RFPs.

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EXHIBIT B

SELECTION CRITERIA

REQUEST FOR PROPOSALS

HIDALGO COUNTY
"CREDIT CARD PAYMENT SYSTEM"
RFP NO: 2013-196-12-18-MEG

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HIDALGO COUNTY
"CREDIT CARD PAYMENT SYSTEM"
RFP NO: 2013-196-12-18-MEG

EVALUATION CRITERIA

The evaluation criteria will include, but not be limited to, the items listed below:

The RFP shall be submitted according to the schedule below. The County of Hidalgo is not required to select the proposal with the lowest fees, but shall take into consideration other factors, including past experience, evidence of good organization background, references, ability to provide requested services, and any other factors found necessary for quality services including a presentation of the proposed system. Hidalgo County will evaluate the proposal utilizing the evaluation criteria outlined in Exhibit "B" attached herein. Thereafter, Hidalgo County Commissioners' Court will rank and/or award this proposal.

Proposals will be graded on a 100-point system with emphasis on ability to service Hidalgo County including, but not be limited to, the items listed below:

1. **Understanding the Services/Methodology.** Company must state the approach and or methodology in achieving and rendering all services required by the County of Hidalgo.

   25 points

2. **Ability to commit to all Services Required.** Company should provide as much background information as to its experience in providing similar services to City, County or any other governmental agencies. Reference information should be as current as possible, especially contact persons and telephone numbers.

   30 points

3. **Ease of Support System & Response Time.** Ease of communicating with company's support system and the company's ability to have trained response team/person at service site. Qualified/trained response team (person) should be able evaluate, diagnose and/or begin service immediately.

   20 points

4. **Cost Fees and Warranty.** In considering the proposals, the Hidalgo County reserves the right to select the acceptable applicant who offers contractual terms and conditions that are most advantageous, including but not limited to software price and services price per day/hour.

   25 points

Total 100 Points

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HIDALGO COUNTY
"CREDIT CARD PAYMENT SYSTEM"
RFP NO: 2013-196-12-18-MEG

RFP EVALUATION FORM

Selection Criteria

		Range Point Score	
1.	**Understanding the Services/Methodology**	**25 points**	_____
	Comments/Rationale for Points:_____		
2.	**Ability to Commit to all Services Required**	**30 points**	_____
	Comments/Rationale for Points:_____		
3.	**Ease of Support System & Response Time**	**20 points**	_____
	Comments/Rationale for Points:_____		
4.	**Cost Fees and Warranty**	**25 points**	_____
	Comments/Rationale for Points:_____		
	Total	100% **Score**	_____

Provider:_____

Evaluator: _____ Date:_____

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Zimbra **cris.ayala@co.hidalgo.tx.us**

Fwd: Credit Card Services Project

From : Martha Salazar <martha.salazar@co.hidalgo.tx.us> Mon, Dec 02, 2013 01:10 PM
Subject : Fwd: Credit Card Services Project
To : Cris Ayala <cris.ayala@co.hidalgo.tx.us>

Great!

From: "Steve Crain" <scrain@atlashall.com>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, December 2, 2013 1:10:54 PM
Subject: RE: Credit Card Services Project

It works.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Monday, December 02, 2013 12:39 PM
To: Steve Crain
Cc: Cris Ayala
Subject: Fwd: Credit Card Services Project

Mr. Crain:
Please read note below and review and comment on form of agreement.
Thanks,
Marty

From: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
To: "Martha Salazar" <martha.salazar@co.hidalgo.tx.us>
Sent: Monday, December 2, 2013 9:21:53 AM
Subject: Credit Card Services Project

Ms. Marty,
I have inserted the wording (Item # 17) as discussed with legal but not sure if that is where it belongs. Can you please forward for legals review.

Thank you,
Cris

From: "Steve Crain" <scrain@atlashall.com>
To: "Cris Ayala" <cris.ayala@co.hidalgo.tx.us>
Sent: Tuesday, November 26, 2013 2:06:08 PM
Subject: RE: Credit Card Services Project

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT

C-13-196-00-00

THIS CONTRACT is made and entered into this __ day of ___, 2013 by and between the County of Hidalgo, Texas ("County"), and _____, a Texas Corporation ("Company").

WHEREAS, Company responded to request for proposal for **"Credit Card Payment System", (**the "Services"); and

WHEREAS, Company submitted a proposal to provide services in accordance with the specifications as proposed a copy of such specifications and proposal being attached hereto as Exhibits "A" and "B" ("Vendor's Proposal") respectively, and incorporated herein for all purposes (the "RFP Packet"); and

WHEREAS, in recognition of and in consideration of Company's agreement to perform the Services in accordance with Specifications, the Commissioners Court of County awarded the proposal to Company.

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

1. County and Company hereby agrees that this Contract is entered into in order to provide the Service to locations within Hidalgo County. This Contract does not extend to any third parties any duties or benefits conferred in any manner hereunder or otherwise.

2. Company hereby promises and agrees to render and provide, during the term of this Contract, and shall be obligated to render and provide the Services in accordance with the Specifications within **Hidalgo County** following a request for Services by the Hidalgo County or his designated agent(s). Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services.

3. This Contract shall be for a period of four (4) years beginning _____ and

ending _____ and may be extended at the sole discretion of County for an additional one (1) year period, unless this Contract is terminated pursuant to the provisions herein, whichever occurs first. County also reserves the right to continue this proposal for an additional sixty (60) day Grace Period, under the same rates terms and conditions.

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

5. All trucks or vehicles operated by the Company to perform the Services shall contain all equipment required by any authority to operate on streets and roads and all persons in the employ of Company who operate such trucks or vehicles shall have the required licenses, qualifications, skill and expertise to perform such Services and shall comply with all laws, rules and regulations prescribed by any agency or authority having jurisdiction with regard to the operation of such trucks or vehicles in providing the Services.

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

7. Company shall provide comprehensive general liability insurance in connection with this Contract naming County as an additional insured (with coverages and in the amounts described on Exhibit “C” attached hereto and incorporated herein for all purposes), and shall furnish to County certificates of such insurance coverage.

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

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

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

11. It is expressly agreed that this Contract and the performance by the parties hereunder does not create any agency relationship or master-servant relationship that County has

no supervision of the performance of the Services provided by Company, and that Company is an independent contractor under this Contract.

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

If to County: **The County of Hidalgo**
Attn: County Judge
302 W. University Drive
Edinburg, Texas 78539

If to Company _____
_____
_____

13. In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

14. Any contract award to a successful proposer will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with sixty day's written notice prior to cancellation.

15. This Agreement shall be binding upon and inure to the benefit of and be enforceable by the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

16. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and shall be performable in Hidalgo County.

17. Hidalgo County reserves the right to request the services from other sources other than the Company and shall not be in violation of any terms or conditions of this Agreement.

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.

19. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of County under this Agreement, County may terminate this Agreement upon ten (10) days written notice to Contractor. County agrees, however, to use reasonable efforts to secure funds necessary for the continuing right to terminate this Agreement at the expiration of each budget period of County pursuant to the provisions of Tex. Loc. Govt. Code Ann.§ 271.903 (Vernon Supp. 1995).

WITNESS our hands in duplicate originals this_____ day of_____, 2013.

COUNTY OF HIDALGO

By:_____

Ramon Garcia, County Judge

ATTEST:

_____

Arturo Guajardo, Jr. County Clerk

COMPANY: _____

By:_____

Printed Name:_____

Title:_____

Approved by Commissioners Court on: _____

APPROVED AS TO FORM:

Atlas, Hall & Rodriguez, L.L.P.

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By:_____

EXHIBIT “A”

Requirements / Scope of Services / Terms and Conditions

RFP PACKET

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EXHIBIT “B”

VENDOR’S PROPOSAL

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EXHIBIT “C”

INSURANCE REQUIREMENTS

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AI-42039 **Purchasing Department 10. H.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Hon. Guadalupe Trevino, HC Sheriff

Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

1. Requesting authority to exercise the **Sixty (60) Day** grace period extension as provided in the current contract (E-12-300-12-04) for: Medical Supplies & Equipment (on an as needed basis) for Hidalgo County Sheriff's Office, under the same rates, terms and conditions with **HENRY SCHEIN, INC-MEDICAL SUPPLIES & EQUIPMENT,** effective, 1**2/22/13 - expiring, 02/20/14** or (upon completion of the procurement process which ever comes first and/or is most advantageous to Hidalgo County;

2. Requesting authority to exercise the **Sixty (60) Day** grace period extension as provided in the current contract #E-13-041-01-08 for the:"Repairs, Installation & Removal, Communication & Radio Tower Miscellaneous Equipment (on an as needed basis) for the Hidalgo County Sheriff's Office, under the same rates, terms and conditions with **TRI-COUNTY COMMUNICATIONS, LTD, effective, 01/11/14 - expiring, 03/11/14** or (upon completion of the procurement process which ever comes first and/or is most advantageous to Hidalgo County);

3. Acceptance and approval of Invoice **#M179311 ($ 1,373.00)** for processing and payment as submitted by **HALFF ASSOCIATES, INC**., in connection to "on call" Contract #C-13-044-03-20 under (WA#1-PO#-695232) for PROJECT: "Renovation of 911/Radio Communications Office at Sheriff's Office" located in Precinct No. 4.

BACKGROUND

Sixty (60) Day Extensions - Henry Schein & Tri Co Comm Ltd

Inv# M179311 - Halff Associates Inc (WA#1-PO#-695232)

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-001-0-432

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

BUDGETARY IMPACT:

Funds available as of 12/5/13.

FISCAL YEAR: 2013 ACCT. #: 3-1100-421-00-280-001-0-431

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

BUDGETARY IMPACT:

PO#695232

FISCAL YEAR: 2013 ACCT. #: 3-1100-423-21-280-002-0-604/664

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

BUDGETARY IMPACT:

Funds available as of 12/5/13.

Attachments

Sixty (60) Day Ext - Tri Co Comm

Sixty (60) Day Ext - Henry Schein Inc

Inv# M179311-Halff Assoc Inc-HCSO(911 Proj)

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/05/2013 11:03 AM
Budget & Management	Debbie Tamez	12/05/2013 11:30 AM
Glinda Pacheco	Glinda Pacheco	12/05/2013 04:46 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Letty Saenz Started On: 12/02/2013 03:13 PM

Final Approval Date: 12/06/2013

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

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/07/2013

RECEIVED JUN 07 2013 BY

PRODUCER
THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Tri-County Communications, Ltd.
1421 E. Pike Street
Weslaco TX 78596-

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: SCOTTSDALE INSURANCE CO	
INSURER B: AMERICAN HALLMARK INSURANCE	
INSURER C: EMPLOYER'S COMP	
INSURER D: GREAT AMERICAN	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
A		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	CPS1681667	12/13/2012	12/13/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B		AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS	44CL470034-02	06/08/2013	06/08/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS / UMBRELLA LIABILITY [X] OCCUR [X] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $ 10,000	44CU471009-02	06/08/2013	06/08/2014	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000
C		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [ ] (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	ECA3719364-01	01/01/2013	01/01/2014	WC STATU-TORY LIMITS [X] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
D		OTHER TOWER & EQUIPMENT	IMP174294410	12/16/2012	12/16/2013	TOWER & EQUIPMENT DEDUCTIBLE	1,769,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS
COUNTY OF HIDALGO IA LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: MARTHA SALAZAR
CPPB PURCHASING AGENT
2812 SOUTH HIGHWAY BUS 281
EDINBURG TX 78539-

CANCELLATION

AI 103771

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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

December 27, 2012

E-13-041-01-08

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: Extension/Renewal for Contract No. (E-12-043-01-10) 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:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the extension/renewal for the **(SECOND 2ND & FINAL)** 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 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: 12/28/12
Vickie Wilt, Operations Manager

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

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/31/2012

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

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INSURER E:	

INSURED

Tri-County Communications, Ltd.
1421 E. Pike Street
Weslaco TX 78596-

COVERAGES

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		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
C		EXCESS / UMBRELLA LIABILITY [X] OCCUR [X] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION $ 10,000	44CU471009-01	06/08/2012	06/08/2013	EACH OCCURRENCE AGGREGATE	$ 1,000,000 $ 1,000,000 $ $ $
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

COUNTY OF HIDALGO IS LISTED AS ADDITIONAL INSURED

CERTIFICATE HOLDER

HIDALGO COUNTY
ATTN: MARTHA SALAZAR
CPPB PURCHASING AGENT
2812 SOUTH HWY BUS 281
EDINBURG TX 78539-

CANCELLATION AI 100170

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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SPECIAL MEETING - JANUARY 8, 2013

MBERED, that on this 8th day of January A.D., 2013, there was begun and IAL 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 A.C. CUELLAR, JR.	**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
January 8, 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.

On motion byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve the Consent Agenda, with the exception of item 2.F.
Vote: 4 - 0

On motion byCOMMISSIONER, PCT. 2 HECTOR PALACIOS, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve item 2.F., subject to correction of caption to read Civil Service Commission instead of Human Resources.
Vote: 4 - 0

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

2. **2012 Intradepartmental transfers:**

A. 2012 - Human Services (1100)

B. 2012 - Health & Human Services Dept. (1100)

C. 2012 - Tax Office (1100)

A. General Fund Salaries & Fringes Sweep (1100): 1. Approval to transfer lapsed salaries from various departments to the Countywide Administration-Contingency account. 2. Approval to transfer lapsed fringe benefits from various departments to the Countywide Administration-Contingency account.

B. 1. Approval of reimbursement in the amount of $648,402.18 to Blue Cross Blue Shield Insurance Company for claims paid on behalf of Hidalgo County from 12/08/12 to 12/21/12.

12/08-14/12	$349,598.51
12/15-21/12	$298,803.67
TOTAL	$648,402.18

2. Approval of wire transfer to cover claims paid.

C. Self-Funded (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of Dec. 16-31, 2012 in the amount of $ 41,952.31 and requesting approval of wire transfer.

D. 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 $ 70,560.24 and requesting approval of wire transfer.

13. **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. Hidalgo County Sheriff's Office Jail Commissary Division is formally requesting the removal of the following assets from their inventory list.

1. Tag No. 024661 Air-Pak IIA W/ STD CLY W/Case Serial no. 1563
2. Tag No. 029333 Manitowoc Ice Machine Serial No. 951162477
3. Tag No. 029791 Custom Exhaust Hood w/ Filter Serial No. n/a

B. Acceptance and approval of Invoice No. 18-R-$5,650.00 submitted by Prodigy Construction Management, LLC through contract #C-11-032B-06-14 Construction Management Services for Sheriff's Office Substation located in Precinct No. 1.

C. Acceptance and approval of Invoice #401926-$84.57 & Invoice #401926-$197.34 (for a total of $281.91) from GT Distribtors (TASB-BuyBoard contract #363-10) in connection with duplicate orders received, kept and embroidered for use (two different Fire Marshal Office staff received separate orders) with authority for Hidalgo County Treasurer to issue payment after the auditing protocol is completed by Hidalgo County Auditor.

D. Requesting approval for pay application #1 as submitted by Herrera & Hunt:

1. Requesting approval of Change Order #1 to PO #682617 from $15,878.55 with a quantative decrease of $1,258.56 as outlined on attached documents for a final total in the amount of $14,619.99;

2. Acceptance and approval of request for pay application #1 in the amount of $14,619.99 as submitted by Herrera & Hunt Inc. in connection with the "Rodriquez Street Curb & Gutter" Project #2012-261-OGG amid PO#682617 with authority for County Treasurer to issue payment after review, audit, and processing procedures are completed by County Auditor and for authority for Hidalgo County Judge Ramon Garcia to sign pertinent documentation to C/O.

E. Acceptance and approval of the following invoice for "On Call Services for MPO and HCRMA Representation" contract #C-11-054-04-12:

Vendor	Invoice Date/Invoice #	Amount
L&G Engineering	12-31-12 / 11324340	$6,982.68

F. Requesting authority to exercise the second (2nd) and Final extension options as provided in the current contract with: TRI-COUNTY COMMUNICAITONS, LTD. for: “Repairs, Installation & Removal, Communication & Radio Tower Miscellaneous Equipment” (on an as needed basis) for Hidalgo County Sheriff's Office, under the same rates, terms and conditions, expiring 01/10/14.

G. 1. Requestin approval of payment for Inv# 12-504 in the amount of ($2,500.00), submitted by Rio Delta Surveying, contracted surveyor for the purposes of "Miscellaneous Right of Way Acquisition Projects" (Project: FM 2812, La Jarita, Sandy Ridge) in connection to Contract# C-08-167-07-08 (WA#4) (PO #685206);

2. Requesting approval of payment for Inv# 8083 (Pmt Request #3 & Final) in the amount of ($ 4,280.00) submitted by Quintanilla, Headley & Associates, Inc. contracted engineering firm for the purposes of "on-call" Paved/Unpaved Projects within Hidalgo County Precinct #4 for PROJECT: (Cibolo Road from U.S. 281 west (3,000.0 feet); (2) Mile 11 North Road from Mon Mack Road to Big 5 Road (1,100.0 feet); (3) Sharp Road from Curve Road to Curry Road (2,000.0 feet); (4) Rogers Road from Alamo Road west (1,300.0 feet); (5) Ingle

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-11-023-01-11

THIS CONTRACT is made and entered into this **11th** day of **January, 2011** by and between the **County of Hidalgo, Texas** ("County"), and **Tri-County Communications, LTD.** ("Company").

WHEREAS, Company responded to advertised notices for bids for **"Repairs, Installation & Removal, Communication & Radio Tower Miscellaneous Equipment" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); 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 Bids (RFB) Procurement Packet, 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 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 contained in Exhibit "A" Request for Bids (RFB) Procurement Packet 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 11, 2011** and expiring on **January 10, 2012** 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 bid 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: The County of Hidalgo
Attn: County Judge
100 E. Cano
Edinburg, Texas 78539

If to Company: Tri-County Communications, LTD
Attn: Claude Copeland, General Manager
1421 E. Pike Blvd
Weslaco, Texas 78596

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.

WITNESS our hands in duplicate originals this 11th day of January, 2011.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

By: _____
Ramon Garcia, County Judge

_____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on _____

COMPANY:
TRI-COUNTY COMMUNICATIONS LTD

By: _____

Printed Name: CLAUDE COPELAND

Title: GENERAL MANAGER

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY SHERIFF'S OFFICE
"Repairs, Installation and Removal of Communication and Radio Tower Miscellaneous Equipment"
Bid No: 2011-023-01-05-ERT

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 4 pages.**
4. **Exhibit "B" Bid Page consisting of 2 pages.**
5. **Exhibit "C" Insurance Requirements consisting of 4 pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of 1 page.**
7. **Vendor/Bidder Application, consisting of 2 pages.**
8. **W-9 form, consisting of 4 pages.**
9. **Certification Regarding Debarment consist of 1 page.**
11. **Draft Service Contract, consisting of 8 pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

December 20, 2010
Date

PURCHASING DEPARTMENT
County Of Hidalgo

December 20, 2010

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids –**"Repairs, Installation and Removal of Communication and Radio Tower Miscellaneous Equipment"**
Bid No: 2011-023-01-05-ERT

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/ert

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Bid No: 2011-023	Buyer: Eric Trevino	Tel. No: (956) 318-2626 ext. 4882

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE

"REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT"

BID OPENING DATE:

JANUARY 5, 2011

Contact Person:

Martha L. Salazar, CPPB,Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 - New Administration Building
Edinburg, Texas 78539

LEGAL NOTICE **BID NO: 2011-023-01-05-ERT**

1. Sealed bids will be received for **HIDALGO COUNTY SHERIFF'S OFFICE – "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. One (1) original and Three (3) copies of all bids are required with the bidders name and return address clearly typed/printed on upper left hand corner and the proper notation clearly typed/printed on the lower left hand corner of the envelope and/or package: **BID-2011-023-01-05-ERT HIDALGO COUNTY SHERIFF'S OFFICE - "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT"** and in County's Purchasing Department, 2812 So. Business 281, New Administration Building, Edinburg, Texas, **on or before 9:30 a.m., WEDNESDAY, JANUARY 5, 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 REQUEST FOR BIDS-2011-023-01-05-ERT RFB-HIDALGO COUNTY SHERIFF'S OFFICE – "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT".** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County. Hidalgo County reserves the right to refuse and reject any/all bids and to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject

all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. DELIVERY INSTRUCTIONS:

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha

L. Salazar, Purchasing Agent before delivery will be accepted.

. If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. BILLING AND PAYMENT INSTRUCTIONS:

. Invoices must include:

a) Name and address of successful bidder
b) Name and address of receiving department or official
c) Purchase Order Number (if any)
d) Notation - **HIDALGO COUNTY SHERIFF'S OFFICE – "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

. Discount payments will be considered when offered.

. Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
Attn: Monica Hinojosa
711 E. El Cibolo Rd.
Edinburg, Texas 78539
(956) 383-8114

17. Schedule of Events

Bid Opening, 9:30 AM	**JANUARY 5, 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 or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities. Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For

HIDALGO COUNTY SHERIFF'S OFFICE
"REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT"
BID NO.: 2011-023-01-05-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT "A"

HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2011-023-01-05-ERT

SPECIFICATIONS

Project Overview:
The Hidalgo County Sheriff's Office is seeking to contract with a qualified bidder to conduct all "REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT" on an "As Needed Basis" including, but not limited to, the following:

Specifications, Requirements, Terms & Conditions

1. The bid contract will be for communication & radio tower miscellaneous equipment that is currently installed in, or will be installed in the communication department or tower sites. This bid contract will include but is not limited to the following; programming of frequency and software, repairs, installation and removal to base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment.

2. Vendor shall have been in business (in this field) for a minimum of five (5) years.

3. A list of a minimum of five (5) current references/contracts for any state, local political subdivision, private sector or any other law enforcement agency must be submitted with your bid. Information should include, but not limited to the following:

   a) Company
   b) contact person
   c) phone number
   d) work preformed
   e) Contract term

4. Vendors submitting bid will use only certified service technicians in performing installations, repairs and removals.

5. Vendors submitting bid will be able to refurbish and/or repair any and all none working radios, and miscellaneous equipment unless equipment is beyond repair.

6. Vendors submitting bid will have ample space to store property being removed and/or installed and the ability to track and document the storage of property.

7. Vendors submitting bid will have the proposed facility insured for loss's resulting in theft, fire, employee negligence or hazardous weather conditions.

8. Vendors submitting bid must have a service facility to be able to complete work specified located in Hidalgo County.

9. Vendors submitting bid must guarantee work performed.

10. Vendors submitting bid must be able to conduct installations repairs and removals at the Sheriff's Office or tower sites on an emergency basis. If the vendor will charge for a service call for this request, the vendor must include the cost of that service call.

11. Vendors submitting bid are welcome to make arrangements with the Purchasing Department set up an appointment to examine the equipment.

12. For all prices for repairs, removals, installations and programming shall include consideration for time and labor.

13. Hourly rate will commence upon arrival at tower site location as requested by Hidalgo County.

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

15. 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.

16. Hidalgo County reserves the right to hold the bids for a period of ninety (90) days without taking any action.

17. 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.

18. 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.

19. HIDALGO COUNTY reserves the right to reject any or all bids submitted, if it is in the best interest to do so.

20. 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 from the next low bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

21. 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.

22. Insurance Certificates (Exhibit "C") must be submitted to the Purchasing Department for approval prior to any services being performed by the awarded bidder.

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.

PART I - REPAIRS

The Hidalgo County Sheriff's Office has installed in the Communication Department the following equipment:

1). Base Radio Council:

A. Gaitronics councils ICP9000
B. Motorola command plus councils

Note: Any and all new radios council acquired by the Sheriff's Office will be honored.

2). Radio Tower Equipment (offsite or on-site):

A. Motorola repeater
B. Midland repeater
C. Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3). Miscellaneous Equipment:

A. Headsets
B. Microphones

4). Portable Radio / mobile radios:

A. Motorola (any and all models)
B. Vertex (any and all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be repairing and not to limit the scope of repairs to these items only. The repairs will be for anything installed that is considered communication equipment. (ex. Base radio consoles, tower site repeaters or equipment, portable radios, or specialty surveillance equipment).

PART II - REMOVAL AND INSTALLATION DESCRIPTION

1). Base Radio Council :

A.. Gaitronics councils ICP9000
B. Motorola command plus councils

Note: Any and all new radios council acquired by the Sheriff's Office will be honored.

2). Radio Tower Equipment (offsite or on-site):

A. Motorola repeater
B. Midland repeater
C. Macom repeater

Note: Any and all new Radio Tower Equipment acquired by the Sheriff's Office will be honored.

3). Miscellaneous Equipment:

A. Headsets
B. Microphones

4). Portable Radios:

A. Motorola (any and all models)
B. Vertex (any and all models)

Note: Any and all new equipment acquired by the Sheriff's Office will be honored.

Equipment used can change on a day-to-day basis depending on new product lines available. The above list is to let you know what type of equipment you may be removing and installing and is not to limit the scope of removal and installation to these items only. The removal and installation will be for anything that is considered communication equipment. (ex. BASE RADIO CONSOLES, TOWER SITE REPEATERS OR EQUIPMENT, PORTABLE RADIOS, OR SPECIALTY SURVEILLANCE EQUIPMENT).

Additional information:
Information regarding this project can be addressed in writing, to the Hidalgo County Purchasing Department. Hidalgo County is also requesting that any and all questions, inquiries and clarifications regarding quotes, bids, proposal or statement of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, **AT 2802 SOUTH BUSINESS HWY 281, EDINBURG, TEXAS 78539. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

ALL WRITTEN QUESTIONS WILL BE ACCEPTED VIA EMAIL NO LATER THAN, December 29, 2010 at 5:00 p.m. at eric.trevino@co.hidalgo.tx.us. Responses to said inquiries will be sent to all applicants via facsimile by no later than December 31, 2010 at 5:00 P.M.

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2011-023-01-05-ERT

BID PAGE

PART I - REPAIRS

Repairs should be for an hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price **(Reference to Exhibit "A" Specifications)**.
NOTE: Hourly rate will commence upon arrival at tower site location as requested by Hidalgo County.

HOURLY RATES:

A. Normal Business Hours _____ A.M. to _____P.M. **(please fill in time)**

1. Technician $_____ Per Hour

B. After Hours, Weekends & Holidays _____ to _____**(please fill in time)**

1. Technician $_____ Per Hour

C. Mark Up (%) Rate for Parts:_____

PLEASE STATE ALL WARRANTIES: _____

PART II - REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for an hourly / time rate. Any and all additional fees should be included in bid price **(Reference to Exhibit "A" Specifications)**.

HOURLY RATES:

A. Normal Business Hours _____ A.M. to _____P.M. **(please fill in time)**

1. Technician $_____ Per Hour

B. After Hours, Weekends & Holidays _____ to _____**(please fill in time)**

1. Technician $_____ Per Hour

C. Mark Up (%) Rate For Parts:_____

PLEASE STATE ALL WARRANTIES:_____

VENDOR / COMPANY NAME:_____

ADDRESS:_____

CITY/STATE/ZIP CODE:_____

PHONE NUMBER:_____

CELLULAR & PAGER NUMBERS:_____

FAX NUMBER:_____

AUTHORIZED SIGNATURE:_____

PRINTED NAME:_____

TITLE:_____

DATE:_____

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

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.

INSURED

INSURERS AFFORDING COVERAGE

INSURER A

INSURER B

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE $ FIRE DAMAGE (Any one fire) $ MED (Any one person) $ PERS & ADV INJURY $ GENERAL AGGREGATE $ PRODUCTS - COMP/OP AGG $
B	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident) $ BODILY INJURY (Per person) $ BODILY INJURY (Per accident) $ PROPERTY DAMAGE (Per accident) $
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT $ OTHER THAN AUTO ONLY EA ACC $ AGG $
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH 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				

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: **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.:**

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 indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

EXHIBIT "B"

VENDOR'S BID with BID TABULATION SHEET

Bid
For

HIDALGO COUNTY SHERIFF'S OFFICE
"REPAIRS, INSTALLATION AND REMOVAL OF COMMUNICATION AND RADIO TOWER MISCELLANEOUS EQUIPMENT"
BID NO.: 2011-023-01-05-ERT

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
2812 So. Business 281 – New Administration Building
Edinburg, Texas 78539

In accordance with the Specifications, and subject to all laws and regulations of the United States and state and local laws, the undersigned bidder proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned bidder further agrees, upon acceptance of its bid, to execute a contract and/or Purchase Order issued by Hidalgo County for performing and completing the work described in the Specifications within the time stated and for the prices proposed in the documents attached hereto and made a part hereof.

Bidder acknowledges receipt of all of the pages of the documents referenced in the Invitation to Bid Checklist presented in connection with this procurement. Bidder understands that Hidalgo County reserves the right to reject any or all bids and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid.

Bidder agrees that this bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving bids, as contained in the Specifications.

Respectfully submitted,

Bidder:	Tri-County Communications LTD
Address:	1421 E Pike Blvd Weslaco, Tx 78596
By:	
Printed Name:	Claude Copeland
Title:	General Manager

EXHIBIT "B"
HIDALGO COUNTY SHERIFF'S OFFICE-
"REPAIRS, INSTALLATION AND REMOVAL OF
COMMUNICATION & RADIO TOWER MISCELLANEOUS EQUIPMENT"
RFB NO: 2011-023-01-05-ERT

BID PAGE

PART I - REPAIRS

Repairs should be for an hourly / time repair rate with mark up rate for parts. Any and all additional fees should be included in bid price **(Reference to Exhibit "A" Specifications).**
NOTE: Hourly rate will commence upon arrival at tower site location as requested by Hidalgo County.

HOURLY RATES:

A. Normal Business Hours 8 A.M. to 5 P.M. **(please fill in time)** OPENED

1. Technician $ 57.50 Per Hour 9.46

1-5-2011

B. After Hours, Weekends & Holidays 5pm to 8am **(please fill in time)** Witnessed

1. Technician $ 86.25 Per Hour

C. Mark Up (%) Rate for Parts: 15%

PLEASE STATE ALL WARRANTIES: 90 days - Parts/Equipment/Repairs

PART II - REMOVAL AND INSTALLATION DESCRIPTION

Removal and installation should be for an hourly / time rate. Any and all additional fees should be included in bid price **(Reference to Exhibit "A" Specifications).**

HOURLY RATES:

A. Normal Business Hours 8 A.M. to 5 P.M. **(please fill in time)**

1. Technician $ 57.50 Per Hour

B. After Hours, Weekends & Holidays 5pm to 8am **(please fill in time)**

1. Technician $ 86.25 Per Hour

C. Mark Up (%) Rate For Parts: 15%

PLEASE STATE ALL WARRANTIES: 90 days - Removals/Installs

VENDOR / COMPANY NAME: Tri-County Communications LTD

ADDRESS: 1421 E Pike Blvd

CITY/STATE/ZIP CODE: Weslaco, Texas 78596

PHONE NUMBER: 956-447-8440

CELLULAR & PAGER NUMBERS: 956-227-0205 956-491-3936

FAX NUMBER: 956-447-0622

AUTHORIZED SIGNATURE:

PRINTED NAME: Claude Copeland

TITLE: General Manager

DATE: 01/04/2011

NOTE: ANY AND ALL NEW EQUIPMENT ACQUIRED BY THE SHERIFF'S OFFICE WILL BE HONORED.

HIDALGO COUNTY PURCHASING DEPARTMENT
BID TABULATION GRID

DEPARTMENT NAME: HIDALGO COUNTY SHERIFF'S OFFICE

BID OPENING DATE: January 5, 2010	**BID OPENING TIME: 9:30 A.M.**

DESCRIPTION OF BID: "Repairs, Installation and Removal of Communication and Radio Tower Miscellaneous Equipment"

BID NO: 2011-023-01-05-ERT	**BUYER: ERIC TREVINO**

Name of participant	Name of participant	Name of participant
Tri-County Communications LTD	**South Texas Communication**	**Preferred Tank and Tower**
Part I Repairs: **(a) 8am-5pm - $57.50 per hour** **(b) 5pm-8am - $86.25 per hour** **(c) 15% mark up % rate for parts** **Please state all warranties: 90 day warranty**	Part I Repairs: (a) 8am-5pm - $60 per hour (b) Any hours which are not normal business hours - $90 per hour (c) 15% mark up % rate for parts Please state all warranties: 60 day warranty	Part I Repairs: (a) NO BID (b) NO BID (c) NO BID Please state all warranties: NO BID
Part II Removal and Installation Description: **(a) 8am-5pm - $57.50 per hour** **(b) 5pm-8am - $86.25 per hour** **(c) 15% mark up % rate for parts** **Please state all warranties: 90 day warranty**	Part II Removal and Installation Description: (a) 8am-5pm - $60 per hour (b) Any hours which are not normal business hours - $90 per hour (c) 15% mark up % rate for parts Please state all warranties:	Part II Removal and Installation Description: (a) 7am-4pm - $100 per hour (b) 5pm-7am - $150 per hour (c) 30% mark up % rate for parts Please state all warranties:

EXHIBIT "C"

INSURANCE REQUIREMENTS

AI 24722 — CC - 1/11/11

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/06/2011

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.	
THE KLEMENT AGENCY P.O. BOX 820 PROSPER TX 75078 (972) 562-7455	**INSURERS AFFORDING COVERAGE**	**NAIC #**
INSURED	INSURER A: SCOTTSDALE INSURANCE CO	
Tri-County Communications, Ltd. 1421 E. Pike Street Weslaco TX 78596-	INSURER B: PROGRESSIVE COUNTY MUTUAL	
	INSURER C: EMPLOYER'S COMP	
	INSURER D: GREAT AMERICAN	
	INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
B		**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	CPS1287111	12/13/2010	12/13/2011	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 2,000,000 $ 100,000 $ 5,000 $ 100,000 $ 2,000,000 $ 2,000,000
B		**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	05834805-3	06/23/2010	06/23/2011	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
		GARAGE LIABILITY ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	$ $ $
		EXCESS / UMBRELLA LIABILITY OCCUR CLAIMS MADE DEDUCTIBLE RETENTION $				EACH OCCURRENCE AGGREGATE	$ $ $ $ $
C		**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N (Mandatory in NH) If yes, describe under SPECIAL PROVISIONS below	EPIC3090380-11	01/01/2011	01/01/2012	WC STATU-TORY LIMITS X OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
A		**OTHER** TOWER & EQUIPMENT	IMP174294408	12/16/2010	12/16/2011	TOWER & EQUIPMENT DEDUCTIBLE	1,155,000 5,000

DESCRIPTION OF OPERATIONS / LOCATIONS / 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 DEPT
2812 S.HIGHWAY BUS 281
EDINBURG TX 78539-

CANCELLATION

AI 105172

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 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

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AI-24732 CC-1-11-1

SUMMARY OF INSURANCE: VEHICLE INFORMATION

DATE 01/10/2011

PRODUCER

THE KLEMENT AGENCY
P.O. BOX 820
PROSPER TX 75078
(972) 562-7455

APPLICANT NAME AND MAILING ADDRESS

Tri-County Communications, Ltd.
1421 E. Pike Street
Weslaco TX 78596-
(956)447-8440

CLIENT ID 100867

POLICY 05834805-3 07/13/2010 to 08/23/2011

YEAR	MAKE AND MODEL		VEHICLE IDENTIFICATION NUMBER	CLASS	ACTUAL CASH VALUE
2000	DODGE	VAN	2B4GP44G8YR762211		
2008	FORD	EXPEDITION	1FMPU15586LA14857		
1995	FORD	PICKUP	1FTEX15N6SKB61584		
2006	FORD	EXPEDITION	1FMFU17536LA90737		

THIS DOCUMENT OUTLINES THE GENERAL COVERAGES PRESENTED AND IN NO WAY CHANGES OR AFFECTS THE INSURANCE UNDER ANY POLICY ACTUALLY ISSUED. ALL PROTECTION IS SUBJECT TO ACTUAL POLICY CONDITIONS AND EXCLUSIONS.

2010-381-11-24-MSS	Eldora Road Street and Drainage Improvements
2010-382-11-24-MSS	Tower Road Phase 1 Road and Drainage Improvements

2. AI-24708 Consideration and action on a recommendation by project engineer Raul E. Sesin, P.E., Hidalgo County Planning Department, to award to the lowest bidder meeting all specifications: Mission Paving Co., Inc. for Base Bid-$285,312.10 for Bid No. 2010-363-11-24-MSS -Hidalgo County Precinct No. 2 -"Tower Road Phase 2 -Road and Drainage Improvements".

approved

3. AI-24725 Accept and approve final negotiated "On-Call" professional appraisal services agreement on an as needed basis with Leonel Garza Jr. & Associates LLC for, "Various Projects" for Precinct No. 2 as ranked/approved for negotiations on CC 12/30/10.

approved

4. AI-24716 a. Approval of Change Order No 2 an increase of $58,831.30.00 and additional 44 days to the contract with D. Wilson Construction Co. (Contract #C-09-037-11-17) for the Construction of the New Pct 2 Administration & Other County Offices Complex" in connection with all labor, equipment and materials for the work described including, but not limited to, change requests and other items;

approved

b. Approval and/or ratification (whichever is applicable) of Architect's Supplemental Instructions No 15 (funded from the Allowances/Contingency) in the amount of $52,979.70, to contractor D. Wilson Construction Co., in connection with the "Construction of New Pct 2 Administration & Other County Offices Complex"-C-09-037C-11-17.

approved

D. Pct. 3

1. AI-24679 Requesting approval of Change Order No. 1 for the deletion of four (4) Luminary Systems and addition of pole stabilization with slurry concrete as needed to address possible water table problems for the "Purchase and Installation of Solar Powered Lights for Pct. 3 Parks", an Energy Efficiency and Conservation Block Grant (EECBG) project, awarded to Facility Solutions Group through the County's participation/membership with Buy Board with authority for County Judge or Court Member to execute document.

approved

E. Sheriff's Office

1. AI-24722 Recommending award of bid and approval of contract to lowest bidder "Tri-County Communications Ltd" meeting all specifications and and/or requirements as attached hereto for: Hidalgo County Sheriff's Office - "Repairs, Installation and Removal of Communication and Radio Tower Miscellaneous Equipment" Bid No. 2011-023-01-05-ERT.

approved

F. Co. Wide

1. HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

NTR

26. Adjourn

AI-24627 **15.F.**

Fire Marshal's-Extension/Renewal-C-09-069-12-20-Tri-County Communications Ltd-Spectrum Lease for VHF Frequency Paging Channels CC CONSENT

Date: 01/11/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department

Information

CAPTION
Requesting approval of the additional six (6) month period extension/renewal as provided in current Spectrum Lease Contract# C-09-069-12-20 for the puposes of: "VHF Frequency Paging Channels" for the Hidalgo County Fire Marshal's Office, under the same rates, terms and conditions with: TRI-COUNTY COMMUNICATIONS, LTD.-(effective 01/20/11 - 07/19/11)

BACKGROUND
Letter of Extension/Renewal Acknowledgment by Tri-County Communications, Ltd.
Spectrum Lease Contract #C-09-069-12-20

Fiscal Impact

FISCAL YEAR: 2011 ACCT. #: 1-1100-422-10-300-001-0-532
FUNDS AVAILABLE Y/N?: Y MATCHING FUNDS Y/N?:
BUDGETARY IMPACT:
available balance of $14,500.00 as of 1/6/11.

Attachments

Link: Extension/Renewal-Acknowledgment by Tri County Comm Ltd-Spectrum Lease
Link: Contract Document-Spectrum Lease-C-09-069-12-20

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	01/05/2011 12:38 PM	APRV
2	Budget & Management	Erika Zamora	01/05/2011 01:41 PM	APRV
3	Roland Garcia	Rolando Garcia	01/06/2011 09:09 AM	APRV
4	Auditor's Office		01/07/2011 05:36 PM	NEW

Form Started By: Letty Saenz Started On: 01/04/2011 10:49 AM
Final Approval Date: 01/07/2011

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

December 3, 2013

Jesse A. Garringer, Vice President
Henry Schein, Incorporated
d/b/a **Henry Schein Matrix Medical**
P. O. Box 3227 / 140 Crouch Commercial Court
Irmo, SC 29063
P (800) 845-3550 **C** (803) 622-7771

via email jesse.garringer@henryschein.com
via facsimile (800) 533-4793

Re: ***Sixty (60) Day Extension for: Contract No. E-12-300-12-04 - "Medical Supplies & Equipment"*** for ***Hidalgo County Sheriff's Office***

Dear Mr. Garringer:

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, December 22, 2013, Expiring, February 20, 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: _____
Jesse A. Garringer, Vice President

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

SEP 13 2013

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 09/04/2013

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 Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105 E-MAIL ADDRESS:
INSURED Henry Schein, Inc. Dba: Henry Schein Matrix Medical 135 Duryea Road Melville NY 11747 USA	INSURER(S) AFFORDING COVERAGE / NAIC # INSURER A: Noetic Specialty Insurance Co 17400 INSURER B: Liberty Mutual Fire Ins Co 23035 INSURER C: Liberty Insurance Corporation 42404 INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 570051161119 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			TB2621093363033	08/30/2013	06/01/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $1,000,000 Excluded
B	AUTOMOBILE LIABILITY X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			AS2-621-093363-043	08/30/2013	06/01/2014	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
C C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WA762D093363013 AOS WC7621093363023 WI OR	08/30/2013 08/30/2013	06/01/2014 06/01/2014	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
A	Products Liab			N12NY380031 SIR applies per policy terms & conditions	08/30/2012	06/01/2014	Aggregate Per Occurrence	$1,000,000 $1,000,000

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

RE: Bid No. 2009-10-07-SGS. County of Hidalgo is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability, Automobile Liability and Products Liability policies.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg TX 78539 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570051161119

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

November 21, 2012

E-13-300-12-04

Jesse A. Garringer, Vice President
Henry Schein, Incorporated
d/b/a Henry Schein Matrix Medical
P. O. Box 3227 / 140 Crouch Commercial Court
Irmo, SC 29063
P (800) 845-3550 C (803) 622-7771

via email jesse.garringer@henryschein.com
via facsimile (800) 533-4793
via certified mail

Re: ***Extension/Renewal of Contract No. E-11-325-11-29 (C-09-386-12-22 - "Medical Supplies & Equipment"*** for ***Hidalgo County Sheriff's Office***

Dear Mr. Garringer:

Hidalgo County Purchasing Department will be requesting Commissioners' Court to consider the County's sole option to exercise the 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 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: _____
Jesse A. Garringer, Vice President

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

DECEIVED SEP 11 2012 P.O. 3

ACORD® CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 08/29/2012

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. New York NY Office 199 Water Street New York NY 10038-3551 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (847) 953-5390
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Henry Schein, Inc. Dba: Henry Schein Matrix Medical 135 Duryea Road Melville NY 11747 USA	INSURER A: Liberty Mutual Fire Ins Co	23035
	INSURER B: Liberty Insurance Corporation	42404
	INSURER C: Noetic Specialty Insurance Co	17400
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 570047353482 **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR X Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC			TB2621093363032	08/30/2012	08/30/2013	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $1,000,000 Excluded
A	**AUTOMOBILE LIABILITY** X ANY AUTO ALL OWNED AUTOS HIRED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS			AS2-621-093363-042	08/30/2012	08/30/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION						EACH OCCURRENCE AGGREGATE	
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		WA762D093363012	08/30/2012	08/30/2013	X WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
C	Products Liab			N12NY380031 SIR applies per policy terms & conditions	08/30/2012	06/01/2014	Aggregate Per Occurrence	$1,000,000 $1,000,000

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

RE: Bid No. 2009-10-07-SGS. County of Hidalgo is included as Additional Insured as required by written contract, but limited to the operations of the Insured under said contract, per the applicable endorsement with respect to the General Liability, Automobile Liability and Products Liability policies.

CERTIFICATE HOLDER

Hidalgo County
2812 S. Business Highway 281
Edinburg TX 78539 USA

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

Aon Risk Services Northeast, Inc.

Holder Identifier :

Certificate No : 570047353482

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SPECIAL MEETING - DECEMBER 4, 2012

BE IT REMEMBERED, that on this 4th day of December A.D., 2012, there was begun and held a SPECIAL MEETING of the Honorable Commissioners' Court of Hidalgo County, Texas, wherein 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.

APPROVED

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);

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

AMENDMENT TO SERVICE CONTRACT C-09-386-12-22

This **AMENDMENT** to the **CONTRACT** between **Henry Schein, Inc** d/b/a **Henry Schein Matrix Medical** (the "Vendor") and **Hidalgo County** (the "County"), effective the 2nd day of **March, 2010**, is made between the Vendor and the County, (the "Amendment"), as follows:

WHEREAS, Vendor and County entered into an Contract on December 22, 2010 (the "Contract") in which the Vendor agreed to provide: **"Medical Supplies & Equipment"** for **Hidalgo County Sheriff's Office** (the "Project");

WHEREAS, due to the need to change the current contract with the multi-awarded vendor for the Project to include additional items to Exhibit B-Vendor's Bid & Itemized Tabulation Sheet, inasmuch the awarded vendor for the additional items selected did not accept the bid award, the parties now desire to amend the Contract;

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

NOW THEREFORE, for and in consideration of the tasks performed by Vendor and County and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, and this mutually agreed Amendment to the Contract, Vendor and County hereby agree to the following Amendment to the Contract:

1. The following is hereby added to **Exhibit B-Vendor's Bid & Itemized Tabulation**:

SPUFFLE PLASTIC ¾ OZ SQUAT CUPS	$0.85
SOF-KLING CONFIRMING BANDAGE 3"X4" 1 YD	$7.45
STERILE EYE PADS, OVAL 2c"X 2c"	$50.41
KERLIZ 16 OZ	$0.68

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

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

HIDALGO COUNTY

Rene A. Ramirez, County Judge

ATTEST:

Arturo Guajardo, Jr., County Clerk

Henry Schein, Incorporated d/b/a
Henry Schein Matrix Medical

Authorized Signature

Title: VICE PRESIDENT

Approved as to Form:
Atlas & Hall, L.L.P.

Stephen L. Crain, Attorney

approved by the State of Texas under the Third Call of Proposition Three funding.

L. Sheriff's Office

1. **AI-20138** A. Recommending recission of Commissioners Court action of 12-22-09 awarding low bid items with approval of contract (as yet unexecuted by either party) to QuadMed, Inc. in connection with project: "Medical Supplies & Equipment" for the Hidalgo County Sheriff's Office inasmuch as QuadMed will not accept partial award of items;

approved

B. Recommending award of items (refused by QuadMed, Inc.) to the two other participating and contracted vendors for the same project:
a) Henry Schein, Inc. d/b/a Henry Schein Matrix Medical-C-09-386-12-22;
b) United Medical Supplies, Incorporated-C-09-386C-12-22;
including approval of "Amendments" to the existing contracts to reflect the additional bid items awarded herein for:"Medicial Supplies & Equipment" for Hidalgo County Sheriff's Office.

approved

M. Juvenile Probation

1. **AI-20085** Requesting authority to advertise a sealed procurement project for: Legend and Non-legend Pharmaceuticals and/or Medical Supplies for the Juvenile Probation Department with specifications to follow the basic format as those for both Hidalgo County Sheriff and Adult Probation (i.e. discount off of Average Wholesale Price) with final approval of packet to be made by Israel "Buddy" Silva, Executive Department Director. (BID NO 2010-093-00-00-MEG)

approved

N. Co. Wide

1. HIDALGO COUNTY RE: REAL ESTATE ACQUISITIONS-
Requesting authority to obtain and approval of (when applicable), including, but not limited to, the following items necessary in anticipation of real property/estate acquisition(s): fair market value appraisals, inspections, surveys, all phases-environmental assessments, title reports or title policies services, commercial contracts (improved property) or option contracts with authority for County Auditor to issue required earnest money payment(s) or option payment(s) and County Judge or Presiding Officer to execute necessary/required document(s)

NTR

24. Adjourn

AI-20138 **23.L.1.**

HCSO-Amendment-C-09-386-12-22 & C-09-386C-12-22-Medical Supplies & Equipment

CC REGULAR

Date: 03/02/2010
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Sheriff's Office

Information

CAPTION

A. Recommending recission of Commissioners Court action of 12-22-09 awarding low bid items with approval of contract (as yet unexecuted by either party) to QuadMed, Inc. in connection with project: "Medical Supplies & Equipment" for the Hidalgo County Sheriff's Office inasmuch as QuadMed will not accept partial award of items;

B. Recommending award of items (refused by QuadMed, Inc.) to the two other participating and contracted vendors for the same project:
a) Henry Schein, Inc. d/b/a Henry Schein Matrix Medical-C-09-386-12-22;
b) United Medical Supplies, Incorporated-C-09-386C-12-22;
including approval of "Amendments" to the existing contracts to reflect the additional bid items awarded herein for:"Medicial Supplies & Equipment" for Hidalgo County Sheriff's Office.

BACKGROUND

Amendments
Contract Documents

Fiscal Impact

FISCAL YEAR: 2010 **ACCT. #:** 0-1100-423-21-280-002-0-604/664
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:**

BUDGETARY IMPACT:
Funding available as of 2-26-10
Object code 604 $208,540.00
Object code 664 $ 4,298.32

Attachments

Link: Amendment-Henry Schein Inc
Link: Contract #C-09-386-12-22-Henry Schein Matrix Med-HCSO
Link: Amendment-United Medical Supp
Link: Contract# C-09-386C-12-22-United Medical Supp-HCSO
Link: Email by QuadMed-Non-Acceptance & Execution of Contract
Link: Acceptance of Amendment by Henry Schein Matrix Med-C-09-386-12-22
Link: Acceptance of Amendment by United Medical Supp Inc-C-09-386C-12-22

Link: 12-22-09-CC Minutes

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/26/2010 02:06 PM	APRV
2	Budget & Management	Erika Zamora	02/26/2010 02:20 PM	APRV
3	Manuel Chapa	Manuel Chapa	02/26/2010 02:58 PM	APRV
4	Auditor's Office		02/26/2010 05:26 PM	NEW

Form Started By: Letty Saenz Started On: 02/25/2010 04:14 PM

Final Approval Date: 02/26/2010

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-09-386-12-22

THIS CONTRACT is made and entered into this **22nd** day of **December, 2009** by and between the **County of Hidalgo, Texas** ("County"), and **Henry Schein, Incorporated,** a **New York Corporation** d/b/a **Henry Schein Matrix Medical** (the "Company").

WHEREAS, Company responded to advertised notices for bids for **"Medical Supplies and Equipment"** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); 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 Bids (RFB) Procurement Packet, 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 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 contained in Exhibit "A" Request for Bids (RFB) Procurement Packet within **Hidalgo County** following a request for Services by the **Hidalgo County Sheriff** or his designated agent. Company agrees in performing the Services that it will use proper professional standards, comply with any and all appropriate laws and regulations in providing the Services, and devote such time as is necessary to safely and efficiently provide the Services. 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**, commencing on **December 22, 2009** and expiring on **December 21, 2011** 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 bid 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:	The County of Hidalgo Attn: County Judge 100 E. Cano Edinburg, Texas 78539
If to Company:	Henry Schein, Incorporated d/b/a Henry Schein Matrx Medical Attn: Jesse A. Garringer, Vice President P. O. Box 3227 / 140 Crouch Commercial Court Irmo, SC 29063

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.

WITNESS our hands in duplicate originals this 22nd day of December, 2009.

APPROVED AS TO FORM
Atlas & Hall, LLP

By: _____

COUNTY OF HIDALGO

By: _____
Rene A. Ramirez, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

COMPANY: Henry Schein, Incorporated
d/b/a **Henry Schein Matrx Medical**

By: _____
Printed Name: Jesse A. Garringer
Title: Vice President

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

1. **Request For Bid Letter, consist of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
   (Page 8 must be submitted with bid)
3. **Exhibit "A" Specifications and Bid Sheets consisting of__5__pages.**
4. **Exhibit "B" Bid Page, consists of __4__ pages.**
   (Must be submitted with bid)
5. **Exhibit "C" Insurance Requirements consisting of __4__ pages.**
   (Must be submitted with bid)
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consisting of __1__ page.**
   (Must be submitted with bid)
7. **Vendor/Bidder Application and W-9 form consisting of__6__ pages.**
   (Must be submitted with bid)
8. **Draft Requirements Agreement consisting of __4__ pages.**
9. **Certification Regarding Debarment __1__ pages.**
   (Must be submitted with bid)

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar

September 21, 2009

Martha L. Salazar, CPPB
Purchasing Agent

Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

September 18, 2009
(Company's Name and Address)

_____

_____

_____

_____

Re: **HIDALGO COUNTY SHERIFF'S OFFICE**
Request for Bids -**"MEDICAL SUPPLIES AND EQUIPMENT"**
Bid No: 2009-386-10-07-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

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

REQUEST FOR BIDS

HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

BID OPENING DATE:
OCTOBER 07, 2009

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 – "MEDICAL SUPPLIES AND EQUIPMENT"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County. 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-2009-386-10-07-SGS HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** and in County's Purchasing Department, 2802 S. Bus. Hwy. 281Edinburg, Texas 78539, **on or before 9:30 a.m., October 07, 2009. 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 BID-2009-386-10-07-SGS HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** Hidalgo County reserves the right to refuse and reject any/all RFB and to waive any/all formalities or technicalities, or to accept the RFB considered the best and most advantageous to Hidalgo County

3. Hidalgo County reserves the right to: A. separate and accept, or eliminate any item(s) listed under this bid that it deems necessary to accommodate budgetary and/or operational requirements; B. reject any or all bids submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best bid for approval; and C. award the bid to one bidder or to multiple bidders if the County determines it is in its best interest to do so."

4. The Bidder shall not substitute items named in the bid without the express written consent of Hidalgo County. Failure of the delivered item(s) to perform as specified, or failure to meet the stated delivery schedule shall release Hidalgo County from all obligations to the contracting party with regard to the item(s) in question. In such event, County may elect to award the contract to the next-lowest responsible bidder, or to reject all bids and re-advertise.

5. For work to be performed at a County owned or operated location, each bidder shall, in its sole discretion, visit the job site before preparing the bid and thoroughly familiarize himself/herself with existing conditions. Bidder should take field dimensions and note all circumstances which affect the dollar amount of the bid.

6. Descriptive specifications are referenced in this document to indicate the general kind and quality of equipment desired by Hidalgo County. Due to various styles and models of equipment, bidders are required to include illustrations, specifications, explanation of warranties, and service data with their bid including catalogue numbers and any necessary references.

7. No bid may be withdrawn within thirty (30) days from the scheduled time to open bids.

8. Proposed prices are to remain firm for a minimum of ninety (90) days after bid opening.

9. Any interpretations, amendments, corrections or changes to this bid document must be in a written addendum and signed by the County Judge or his designee. Addenda will be mailed to all who are known to have received a copy of the Request for Bids. Bidders shall acknowledge receipt of all addenda as a part of their bid.

10. County reserves the right to accept or reject any or all bids.

11. Costs are to be net F.O.B., County Prepaid.

12. County is exempt from Federal Excise Tax, State Tax and Local Tax. Do Not include tax in cost figure. If it is determined that tax was included in the cost figures it will not be included in the tabulation of any awards. Tax exemption certificates will be furnished upon request.

13. Funds for this procurement have been provided through the County budget for this fiscal year only. County, on an annual basis, has the right to reconsider a contract during the budget process for ensuing years if financial resources of County are insufficient to meet the liabilities of said contract. The award of a bid or contract hereunder will not be construed to create a debt of the County which is payable out of funds beyond the current fiscal year.

14. Upon award and prior to execution of a contract, Sole Proprietorships are required to submit a copy of their social security cards to the Hidalgo County Auditor's Office in order to establish an account with the County. All awarded vendors must submit a completed W-9 and a copy o their Federal ID Number Certificate.

15. **DELIVERY INSTRUCTIONS:**

- No deliveries accepted after 3:00 P.M., Monday-Friday.
- At least seventy two (72) hours prior notice of delivery must be given to Martha L. Salazar, Purchasing Agent before delivery will be accepted.
- If you need additional information call the office listed below:

Hidalgo County Purchasing Department
Martha L. Salazar, Purchasing Agent
(956) 318-2626

16. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful bidder
  b) Name and address of receiving department or official
  c) Purchase Order Number (if any)

d) Notation - **HIDALGO COUNTY- "MEDICAL SUPPLIES AND EQUIPMENT"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County Sheriff's Office
711 El Cibolo Road
Edinburg, TX 78542
(956) 383-8114
ATTN.: Sheriff Guadalupe "Lupe" Trevino

17. **Schedule of Events**

Bid Opening, 9:30 AM	**October 07, 2009**
Award of Contract	_____, 2009
Commence Work or Deliver Products	_____, 2009

18. **Bid or Performance Bond and Debarment Certification; Payment Under Contract:**

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

- For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. **Ethical Standards:**

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. **Disclosure of Conflict of Interest**

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided thereunder, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services

23. Minimum Standards for Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until (a) the contract expires, (b) delivery and acceptance of products, and/or performance of services ordered, or (c) terminated by County with thirty day's written notice prior to cancellation.

26. County reserves the right to enforce performance of any contract awarded hereunder in any manner prescribed by law or deemed to be in the best interest of the County in the event of breach or default by successful bidder; County reserves the right to terminate any contract immediately in the event a successful bidder fails to:

A. Meet schedules;
B. Pay any required fees or taxes; or
C. Otherwise perform in accordance with the specifications.

27. Successful bidder shall defend, indemnify and save harmless County and all its elected officials, officers, agents and employees from all suits, actions, or other claims of any character, name and description brought for or on account of any injuries or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the successful bidder, or of any agent, employee, subcontractor or supplier of successful bidder in the execution of, or performance under, any contract which may result from bid award or which arises from any event or casualty happening on or within County premises themselves or happening upon or in any halls, elevators, entrances, stairways or approaches of or to such County facilities.

Successful bidder shall pay any judgement with costs which may be obtained against County growing out of such injury or damages, and shall, upon request, provide a defense to County by counsel reasonably acceptable to County. Successful bidder's indemnity hereunder shall include, but is not limited to, claims relating to patent, copyright or trademark infringement, and the like, arising out of the goods and services provided by successful bidder.

28. Successful bidder shall warrant that all items/services shall conform with the specifications and/or all warranties provided under the Uniform Commercial Code and be free from all defects in material, workmanship and the like. Items supplied under a contract pursuant to this Request for Bids shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful bidder within two business days at no expense to County. Items not picked up within one (1) week after notification shall be deemed a donation to County and may be used or disposed of at County's discretion and without waiver of any other rights of County as to the item's nonconformity.

29. This document and any disputes arising hereunder shall be governed and construed according to the laws of the State of Texas, and will be performable exclusively in Hidalgo County, Texas.

30. The successful bidder shall not assign, sell, transfer or convey its rights under any awarded contract, in whole or in part, without the prior written consent of County.

Bid
For
HIDALGO COUNTY
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: -2009-386-10-07-SGS

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: _____

(Must be submitted with Bid Packet)

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

SCOPE OF SERVICES:

Hidalgo County is requesting to obtain Medicals Supplies and Equipment on an **"AS NEEDED BASIS ONLY"**, for the Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary), located at 711 El Cibolo Road, Edinburg, Texas 78542. Bidder(s) will supply the Hidalgo County Sheriff's Office (Adult Detention Center) requirements of Medical Supplies and Equipment through out the contract period on an **"AS NEEDED BASIS"** only. Medical supplies will be ordered approximately every month on a one-time per month basis. Bid information will be furnished to Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary).

The Bidder(s) will offer Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) a percentage discount from retail on all purchases by Hidalgo County Sheriff's Office-Adult Detention Center (Jail Medical Supplies and Equipment.

Bidder(s) agrees that to the extent an item is unavailable from Bidder(s) own inventory, Bidder(s) 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.

All bids are for new equipment or merchandise unless otherwise specified.

Bid unit price on quantity specified-extend and show total. In case of error in extension, unit prices shall govern. Bids subject to unlimited price increases will not be considered.

REQUIREMENTS:

Bidder(s) must possess a Class "A" License as defined in Section 5 of the Texas Pharmacy Act, and be a community/retail pharmacy under the Texas Pharmacy Act and related regulations.

Bidder will provide stock bottles (upon request) when ordered.

The Hidalgo County Sheriff's Office-Adult Detention Center (Jail Infirmary) requires generic substitute in all Instances.

All items will be ordered and delivered by bidder (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.

The bidder(s) representative must be available to respond to all calls from the using County department to assist in the resolution of complaints and problems regarding orders and deliveries and the return of any and/or all goods.

The bidder(s) shall provide a telephone number for placement of calls against this bid, and shall provide the name, title and 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.

- Name:
- Business and Cell Phone Numbers:

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. The contract shall remain in effect until: a) the contract expires b) delivery/completion of services ordered, or c) Terminated by County with thirty (30) days written notice prior to the cancellation.

4. 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.

5. Hidalgo County reserves the right to reject any/all bids, to waive any/all formalities or technicalities, or to accept the bid considered the best and most advantageous to the County.

6. 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.

7. Insurance requirements for this project to be maintained through out the contract term. (Refer to limits on the Exhibit C, Insurance Requirements).

8. 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.

9. Hidalgo County reserves the right to seek purchases for "Medical Supplies & Equipment" from State Awarded contracts whenever it is in the County's best interest to do so.

10. Hidalgo County reserves the right to award on an "all or none basis".

11. Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

12. Hidalgo County reserves the right to add or delete items during the term of the contract under the same rates and conditions.

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:

All costs and expenses associated with the preparation and submission of bids shall be the responsibility of the bidder and no reimbursements for such charges or expenses shall be passed on to Hidalgo County.

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or 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, SEPTEMBER 30, 2009 by 5:00 P.M. Responses will be sent to all applicants via facsimile or via e-mail by no later than, **OCTOBER 02, 2009 by 5:00 P.M**

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIX OTC	50 ROLLS	BRAND- GENERIC-
5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC SAME		BRAND- GENERIC-
7	HYDROGEN PEROXIDE OTC SAME H2O2		BRAND- GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	
10	IV CANNULAS *OTC*	150 CANNULAS	
11	IV START KITS *OTC*	150 KITS	
12	STERILE H2O *OTC*	200 BOTTLES	
13	NS FOR IRRIGATION *OTC*		
14	IV POLES *OTC*	2	
15	IV TUBING *OTC*	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	

EXHIBIT "A"
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
"BID NO: 2009-386-10-07-SGS

27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2c" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1¼" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Item 1

AWP (Average Wholesale Price)	PRICES
Brand Name	
% above AWP	$
% below AWP	$
Generic Brand	
% above AWP	$
% below AWP	$
Regular business hours are from	_____a.m. to _____ p.m.

Item 2

Blanket discount for non-prescription drugs and related infirmary medical supplies	_____%
Regular business hours are from	_____a.m. to _____ p.m.

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	BRAND OR GENERIC
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	BRAND- GENERIC-
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
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5	ETOH PREP OTC	10 BOXES	BRAND- GENERIC-
6	ALCOHOL ISOPROPYL 70% OTC		BRAND-
	SAME		GENERIC-
7	HYDROGEN PEROXIDE OTC		BRAND-
	SAME H2O2		GENERIC-
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	
10	IV CANNULAS *OTC*	150 CANNULAS	
11	IV START KITS *OTC*	150 KITS	
12	STERILE H2O *OTC*	200 BOTTLES	
13	NS FOR IRRIGATION *OTC*		
14	IV POLES *OTC*	2	
15	IV TUBING *OTC*	150 SETS	
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17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

28	SUTURES	10 BOXES	
29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	
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31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
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39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
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47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
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50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

BIDDER/COMPANY NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE & FAX NO.'S: _____

CELL PHONE: _____

AUTHORIZED SIGNATURE: _____

PRINTED NAME: _____

TITLE: _____

EMAIL ADDRESS: _____

(Must be submitted with Bid Packet)

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.

INSURED

INSURERS AFFORDING COVERAGE

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 E[illegible]ON DATE	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY ☐ GEN'L AGGREGATE LIMIT APPLIES PER: POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED [illegible] (Any one person)	$
					PERS[illegible] & ADV INJURY	$
					[illegible]AL AGGREGATE	$
					[illegible]DUCTS – COMP/OP	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY EA ACCIDENT	$
					OTHER THAN AUTO ONLY: EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S LIABILIT[illegible]**				WC STATU- TORY LIMITS ☐ OTHER	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S Highway Bus. 281
Edinburg, Texas 78539

ADDITIONAL INSURED: INSURER LETTER:

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

☐ will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County Commissioner's Court;

☐ will acquire additional amounts required to meet the County's requirements within 10 working days after notification from Purchasing Department of bid award by the Hidalgo County Commissioner's Court; currently carry the following:

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Bidder:
A certificate of insurance for the required insurance limits shall be provided to the Purchasing Department's Contract Managers in order to qualify for award of bid and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the bid award to be rescinded and re-awarded to next lowest bidder. Certificates of Insurance will be monitored and verified on a **quarterly basis** to ensure coverage policy is in place. It is the Company=s obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY BID PACKET

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity — Date

Adopted 05/30/2001

(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	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ **or are Certificate(s) attached?:** ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: Yes No

To Be Completed by the County: Rec'd by (Purchasing):_____ **Date Rec'd by (Purchasing):**

Date Forwarded Information to Auditor's Office:_____**Entry Date:** _____ **Vendor No.:**

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

---

LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2

Name (as shown on your income tax return)

Business name, if different from above

Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶ ..... ☐ Exempt from backup withholding

Address (number, street, and apt. or suite no.) | Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here Signature of U.S. person ▶ Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

• The U.S. grantor or other owner of a grantor trust and not the trust, and

• The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments (after December 31, 2002). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 4 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules regarding partnerships* on page 1.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line. Check the appropriate box for your filing status (sole proprietor, corporation, etc.), then check the box for "Other" and enter "LLC" in the space provided.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note. You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is not required on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt recipients 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.socialsecurity.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer ID Numbers under Related Topics. You can get Forms W-7 and SS-4 from the IRS by visiting *www.irs.gov* or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt From Backup Withholding* on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee [3]
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.

PURCHASING DEPARTMENT
County Of Hidalgo

September 24, 2009

RE: ADDENDUM NO.1

RFB No: 2009-386-10-07-SGS
HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"

Dear Bidder:

Attached you will find **ADDENDUM NO. 1,** in connection with **"HIDALGO COUNTY SHERIFF'S OFFICE** Request for Bids for **"MEDICAL SUPPLIES AND EQUIPMENT".**

Please add this **ADDENDUM NO. 1** to your procurement packet, to permit your company to submit a complete packet. See original packet LEGAL NOTICE page 3 paragraph 9.

Acknowledge receipt of ADDENDUM NO. 1 by signing and returning this notice to us VIA FAX AT (956) 318-2629 or VIA E-MAIL TO: sandy.suarez@co.hidalgo.tx.us.

If you do not receive all pages of **ADDENDUM NO. 1** please notify us immediately at (956) 318-2626.

Please be advised that this **ADDENDUM NO. 1** will complete your RFB packet for **"HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND EQUIPMENT."**

Thank you for your prompt attention to this matter.

Martha L. Salazar

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

BY: _____
ADDENDUM NO 1
ACKNOWLEDEMENT OF RECEIPT

_____
Firm Name

MLS/sgs
Enclosures

ADDENDUM NO. 1

September 24, 2009

HIDALGO COUNTY SHERIFF'S OFFICE-
"MEDICAL SUPPLIES AND EQUIPMENT"
RFB No. 2009-386-10-07-SGS

BID OPENING DATE: OCTOBER 07, 2009 @ 9:30 a.m.

PLEASE NOTE THE FOLLOWING CHANGES:

1. Please Delete/Omit: page 1 0f 4 of Exhibit "B" Note Corrections.
2. See Attached Bid Page (page 2 and 3). Please add this **ADDENDUM NO. 1** to your Bid so as to permit your company to submit a complete packet.

I, _____, acknowledge receipt of ADDENDUM NO. 1 dated, SEPTEMBER 24, 2009 RFB NO.: 2009-386-10-07-SGS **HIDALGO COUNTY SHERIFF'S OFFICE-"MEDICAL SUPPLIES AND EQUIPMENT".**

_____ _____
Printed Proposer Name Date

NOTE: **PLEASE SUBMIT THIS ADDENDUM WITH YOUR PACKET IN ORDER TO COMPLETE YOUR PROPOSAL PACKET.**

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	
4	KERLIX OTC	50 ROLLS	
5	ETOH PREP OTC	10 BOXES	
6	ALCOHOL ISOPROPYL 70% OTC		
7	HYDROGEN PEROXIDE OTC		
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	
9	ALCOHOL PREP PADS *OTC*	50 BOXES	
10	IV CANNULAS *OTC*	150 CANNULAS	
11	IV START KITS *OTC*	150 KITS	
12	STERILE H2O *OTC*	200 BOTTLES	
13	NS FOR IRRIGATION *OTC*		
14	IV POLES *OTC*	2	
15	IV TUBING *OTC*	150 SETS	
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	
17	STAPLE REMOVER KITS	25 KITS	
18	STERILE COTTON APPLICATOR SWABS	10 CASES	
19	N-95 RESPIRATOR MASKS	75 BOXES	
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		
21	WELCH PROBE COVERS	150 BOXES	
22	ULTRA SOUND GEL	10 TUBES	
23	SYRINGES WITH NEEDLES	100 BOXES	
24	LIFESCAN UNISTIX	250 BOXES	
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	
26	SUTURE SETS	10 BOXES	
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	
28	SUTURES	10 BOXES	

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	
35	STERILE EYE PADS, OVAL 2c" X 2e"	50/12 CTNS / CASE = 2 CASE	
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	
42	BUTTERFLY STRIPS MED. 1¾" X 3/8"	100/BOX = 5BOXES	
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	

EXHIBIT "B"

VENDOR'S BID

&

Itemized Bid Tabulation for
Henry Schein, Inc. d/b/a
Henry Schein Matrx Medical

HIDALGO COUNTY SHERIFF'S OFFICE
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO.: 2009-386-10-07-SGS

AWARDED ITEMS TO HENRY SCHEIN MEDICAL.

DESCRIPTION ITEMS	PRICE
MULTISTIX 10 SG. DIB AND READ TESTS	$48.45
ALCOHOL ISOPROPYL 70 %	$ 0.95
LINDANE SHAMPOO 1 %	$ 124.37
ALCOHOL PREP PADS	$ 0.92
STERILE H2O	$0.95
NS FOR IRRIGATION	$1.02
IV TUBING	$1.19
N-95 RESPIRATOR MASKS	$7.11
SOFT PROCEDURE MASKS W/EAR LOOP	$1.95
ULTRA SOUND GEL	$0.95
SUTURE SETS	$144.49
SUTURE REMOVAL KITS	$22.01
COLOSTOMY DRAINABLE POUCHES SIZE 2 3/4	$38.85

	DIAGNOSTIC PEN LIGHTS	$4.79
	COTTON TIP APPLICATORS 6" NON-STERILE	$2.55
	SYRINGES WITH NEEDLES 5 cc GUAGE 1"	$12.51
	SCAPLE STERILE STAINLESS	$3.79
	TONGUE BLADE DEPRESSORS	$28.61
	TELA PADS 3"X4" ADHESIVE	$5.69
	BAND AIDS 1"X3"	$1.01
	BUTTERFLY STRIPS LARGE 2 ¾ X ½"	$1.42
	ALCOHOL PREPS WEBCOL	$0.92
	KY JELLY OR EQUAL	$0.80
	SPHYGMOMANOMETERS ANERIOD LARGE RESISTANCE KING	$7.07
	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	$142.01
	IRRIGATION EYE SOLUTION	$1.25
	EXPANDOVER ELASTIC MEDICAL TAPE 1"X 5YDS	$25.08
	QUICK ICE INSTANT COLD	$5.91

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BID PAGE

Vendor must thoroughly fill in each section of the Bid Page (Exhibit "B") if applicable **INCOMPLETE** submittals shall be considered a probable cause for disqualification.

Item 1

AWP (Average Wholesale Price)	PRICES
Brand Name	
0 **% above AWP**	$ —
100 **% below AWP**	$ 1,020.74
Generic Brand	
0 **% above AWP**	$ —
100 **% below AWP**	$ —
Regular business hours are from	8 a.m. to 6 p.m.

Item 2

Blanket discount for non-prescription drugs and related infirmary medical supplies	10.5 %
Regular business hours are from	8 a.m. to 6 p.m.

Henry Sehin
Mahuf

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

DESCRIPTION			
#	MEDICAL SUPPLIES & EQUIPMENT	ESTIMATED MONTHLY QUANTITIES	PRICE PER UNIT
1	MULTISTIX 10 SG. DIB AND READ TESTS *RX*	100 TESTS/BTL = 5 BOTTLES	48.45
2.	PHYSICIAN'S DESK REFERENCE	LASTEST EDITION (YRLY)	90.31
3	TOE NAIL CLIPPERS SMALL	0 ITEMS	1.55
4	KERLIX OTC	50 ROLLS	.68
5	ETOH PREP OTC	10 BOXES	No Bid
6	ALCOHOL ISOPROPYL 70% OTC		.95
7	HYDROGEN PEROXIDE OTC		.57
8	LINDANE SHAMPOO 1% OTC	GALLON BTLS-=20 GALS	124.37
9	ALCOHOL PREP PADS *OTC*	50 BOXES	.92
10	IV CANNULAS *OTC*	150 CANNULAS	1.25
11	IV START KITS *OTC*	150 KITS	.89
12	STERILE H2O *OTC*	200 BOTTLES	.95
13	NS FOR IRRIGATION *OTC*		1.02
14	IV POLES *OTC*	2	34.85
15	IV TUBING *OTC*	150 SETS	1.19
16	SPUFFLE PLASTIC ¾ OZ. PLASTIC SQUAT CUPS *OTC*	1M/BOX = 10 BOXES	.85
17	STAPLE REMOVER KITS	25 KITS	3.70
18	STERILE COTTON APPLICATOR SWABS	10 CASES	16.61
19	N-95 RESPIRATOR MASKS	75 BOXES	7.11
20	SOFT PROCEDURE MASKS WITH EAR LOOPS		1.95
21	WELCH PROBE COVERS	150 BOXES	7.87
22	ULTRA SOUND GEL	10 TUBES	.95
23	SYRINGES WITH NEEDLES	100 BOXES	6.65
24	LIFESCAN UNISTIX	250 BOXES	14.49
25	ELECTRODES FOR WELCH/ALLEYN EKG	100 SETS	.53
26	SUTURE SETS	10 BOXES	144.49
27	SUTURE REMOVAL KITS	50 KITS/CASE = 10 CASES	22.01
28	SUTURES	10 BOXES	54.83

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

29	COLOSTOMY DRAINABLE POUCHES SIZE - 2¾"	10 BOXES	38.85
30	STOMAHESIVE FLEXIBLE WAFERS SIZE - 2¾"	10 BOXES	42.65
31	DIAGNOSTIC PEN LIGHTS	6/PKG = 4 PKGS	4.79
32	COTTON TIP APPLICATORS 6" NON-STERILE (individually wrapped)	1M/CASE = 1 CASE	2.55
33	SOF-KLING CONFIRMINGBANDAGE 3" X 4" / 1 YDS	96/CASE=50 ROLLS	7.45
34	SELF ADHERING GAUZE 12"X10"YDS X1" W	12/BOX=10 BOXES	4.57
35	STERILE EYE PADS, OVAL 2c" X 2c"	50/12 CTNS / CASE = 2 CASE	50.41
36	SYRINGES WITH NEEDLE 5CC GAUGE 1"	100/BOX = 60 BOXES	12.51
37	SCALPEL STERILE STAINLESS	10/BOX = 20 BOXES	3.79
38	GAUGE PADS STERILE 2" X 4" STEEL DISPOSABLE W/HANDLE	100 BOX = 100 BOXES	2.13
39	TONGUE BLADE DEPRESSORS	500/10 BOXES/CASE=1 CASE	28.61
40	TELA PADS 3" X 4" ADHESIVE	100/BOX = 30 BOXES	5.69
41	BAND-AIDS 1" X 3"	100/BOX = 15 BOXES	1.01
42	BUTTERFLY STRIPS MED. 1¾" X 3/8"	100/BOX = 5BOXES	4.55
43	BUTTERFLY STRIPS LARGE 2¾" X ½"	100/BOX= 5 BOXES	1.42
44	ALCOHOL PREPS WEBCOL	200/BOX = 15 BOXES	.92
45	K-Y JELLY OR EQUAL	3 OZ/TUBES = 10 TUBES	.80
46	SYPHYNOMENOMETERS ANEROID LARGE resistant KING		7.07
47	TRU-TOUCH VINYL GREEN NON-STERILE GLOVES	50/BOX(LO)/CASE=5 CASES	142.01
48	IRRIGATIVE EYE SOLUTION	4 OZ/BTL = 10 BOTTLES	1.25
49	SELF-ADHERENT BANDAGE 1" X 5 YDS.	24/BOX = 20 BOXES	36.73
50	EXPANDOVER ELASTIC MEDICALTAPE 1" X 5 YDS.	48/CASE = 1 CASE	25.08
51	QUICK ICE INSTANT COLD	24/CASE = 12 CASES	5.91

OPENED

10:05 am

10-07-09

Witnessed

2009-386-10-07-SGS

EXHIBIT "B"
"MEDICAL SUPPLIES AND EQUIPMENT"
BID NO: 2009-386-10-07-SGS

BIDDER/COMPANY NAME: Henry Schein Matrx Medical

ADDRESS: PO Box 3227

CITY/STATE/ZIP CODE: Irmo, SC 29063

PHONE & FAX NO.'S: PH# 800 845 3550 FAX 800 533-4793

CELL PHONE: 803 622 7771

AUTHORIZED SIGNATURE: [signature]

PRINTED NAME: Jesse A. Garringer

TITLE: Vice President

EMAIL ADDRESS: Jesse.Garringer@HenrySchein.com

(Must be submitted with Bid Packet)

EXHIBIT "C"
INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/16/2009

PRODUCER
Aon Risk Services Northeast, Inc.
New York NY Office
199 Water Street
New York NY 10038-3551 USA

PHONE (866) 283-7122 FAX (847) 953-5390

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Henry Schein, Inc.
Dba: Henry Schein Matrix Medical
135 Duryea Road
Melville NY 11747 USA

INSURERS AFFORDING COVERAGE		NAIC #
INSURER A:	Liberty Insurance Corporation	42404
INSURER B:	Liberty Mutual Fire Ins Co	23035
INSURER C:	Liberty Mutual Insurance Co.	23043
INSURER D:	Noetic Specialty Insurance Co	17400
INSURER E:		

Holder Identifier :

COVERAGES SIR applies per terms and conditions of the policy

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

LIMITS SHOWN ARE AS REQUESTED

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE(MM/DD/YYYY)	POLICY EXPIRATION DATE(MM/DD/YYYY)	LIMITS	
B		GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS MADE [X] OCCUR [X] Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [X] LOC	TB2621093363039	08/30/2009	08/30/2010	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$1,000,000 $100,000 $5,000 $1,000,000 $1,000,000 Excluded
C		AUTOMOBILE LIABILITY [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON OWNED AUTOS	AS2-621-093363-049	08/30/2009	08/30/2010	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$1,000,000
		GARAGE LIABILITY [ ] ANY AUTO				AUTO ONLY - EA ACCIDENT OTHER THAN AUTO ONLY: EA ACC AGG	
		EXCESS / UMBRELLA LIABILITY [ ] OCCUR [ ] CLAIMS MADE [ ] DEDUCTIBLE [ ] RETENTION				EACH OCCURRENCE AGGREGATE	
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [N] If yes, describe under SPECIAL PROVISIONS below	WA762D093363019	08/30/2009	08/30/2010	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	$1,000,000 $1,000,000 $1,000,000
D		OTHER Products Liab	N09NY380017	08/30/2009	08/30/2010	Aggregate Per Occurrence	$1,000,000 $1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS
County of Hidalgo is named as additional insured on the above policies with respect to bid# 2009-10-07-SGS.

Certificate No : 570037086831

CERTIFICATE HOLDER

Hidalgo County
2812 S. Highway Bus. 281
Edinburg TX 78539 USA

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE Aon Risk Services Northeast Inc.

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AI-19020 **42.Z.0.**

HCSO-Multiple Award-Medical Supplies And Equipment

CC REGULAR

Date: 12/22/2009

Submitted By: Sandy Suarez, PURCHASING DEPT.

Submitted For: Marty Salazar

Department: PURCHASING DEPT.

Agenda Category: Purchasing Department **Purchasing only:** Sheriff's Office

Information

CAPTION

Presentation of bids received for the purpose of award and approval of contract documents to multiple vendors submitting the lowest bids meeting all specifications and/or requirements for: Hidalgo County Sheriff's Office-"Medical Supplies And Equipment"-RFB:2009-386-10-07-SGS

BACKGROUND

1. New contract to commence on December 22, 2009.
2. Recommended multiple vendors: Henry Schein Matrix Medical; San Juan Pharmacy, Quad Med, Inc., United Medical Supplies.
3. Contract Document was reviewed and approved by legal counsel as to form.

Fiscal Impact

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-604

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

BUDGETARY IMPACT:

Sheriff's Office- Funding for these items is a follow:
9-1100-423-21-280-002-0-664 $626.99 As of 12/16/09

FISCAL YEAR: 2009 **ACCT. #:** 9-1100-423-21-280-002-0-664

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

BUDGETARY IMPACT:

Sheriff's Office-Funding for these items is as followed:
9-1100-423-21-280-002-0-664 $36,912.36 As of 12/16/09

Attachments

Link: Recommendation, tabulation, participation
Link: Contract Document-Henry Schein Inc dba Henry Schein Matrix
Link: Email-apprvd as to form-Henry Schein Inc
Link: Contract Document-Velacorp Pharmacists Inc dba San Juan Pharmacy
Link: Email-apprvd as to form-San Juan Pharmacy
Link: Contract Document-QuadMed Inc
Link: Email-apprvd by legal counsel-QuadMed Inc
Link: Contract Document-United Medical Supplies Inc
Link: Email-apprvd by legal counsel-United Medical Supplies Inc

INVOICE

HALFF

ENGINEERS • ARCHITECTS • SCIENTISTS • PLANNERS • SURVEYORS

REMITTANCE ADDRESS:
P.O. Box 910259
Dallas, TX 75391-0259
www.halff.com

Hidalgo County Commissioner's Court
711 El Cibolo Road
Edinburg, TX. 78539

Attention: Ms. Myra Montoya

Invoice Date : 11/22/2013
Invoice # : M179311
Project : 29607
Invoice Group : **
Client Code : HIDAL5

Project Name : Hidalgo County\2013 Various WA

For Professional Services Rendered through: 11/17/2013
RE: Mechanical, Electrical, & Structural Engineering Services
Sheriff's Law Enforcement Facility
Edinburg, TX
Contract Number: C-13-044-03-20
Work Authorization #:1 \ P. O. #695232
Project Name: Sheriff's Office Incorporation Motorola &
911 Equipment new Communication Office

** Please contact Maribel Martinez (956-664-0286)
with any questions regarding this invoice.

Phase / Task / Name	Fee	Previous Amount	% Complete	Current Amount	Total Fee Earned
WA01 -- Sheriff's Motorola & 911 Equipment					
TA01 -- Electrical Engineering-Motorola 911	14,530.00	14,530.00	100.00	0.00	14,530.00
TA02 -- Mechanical Engineering-Motorola 911	8,240.00	8,240.00	100.00	0.00	8,240.00
TA03 -- Electrical & Mechanical -COPS	11,310.00	11,310.00	100.00	0.00	11,310.00
TA04 -- Structural Engineering -COPS	2,395.00	2,395.00	100.00	0.00	2,395.00
TA05 -- Bid Phase Services	3,660.00	3,660.00	100.00	0.00	3,660.00
TA06 -- Construction Phase Services	6,865.00	0.00	20.00	1,373.00	1,373.00
Phase WA01 Subtotal	**47,000.00**	**40,135.00**	**88.31**	**1,373.00**	**41,508.00**
Totals:	**47,000.00**	**40,135.00**	**88.31**	**1,373.00**	**41,508.00**

Total Fee Earned To Date	41,508.00
Less Previous Billings	40,135.00
Amount Due this Invoice	**1,373.00**

TERMS: DUE UPON RECEIPT

(214) 346-6200

ORIGINAL

(214) 739-0108 Fax

AI-42080 **Purchasing Department 10. I.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Sergio Cruz, HC Budget Officer

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of request for payment of the following invoices as submitted by Godinez Communications amid Work Authorization No. 1-PO#670133-Contract #C-11-117-08-22 for the provision of "Professional Consulting Services To Assist, Assess, Review and Facilitate Hidalgo County's revenue And Expenditure Efficiencies In Various Public And Private Sector (Including All funding Sources, Programs, and Entities)" with authority for County Treasurer to issue payment after County Auditor's review and processing procedures are completed.

Invoice No: HC-DD-001-$2,430.00-01/11/12 thru 01/31/12
Invoice No: HC-DD-002-$3,105.00-02/01/12 thru 02/29/12
Invoice No: HC-DD-003-$1,620.00-03/01/12 thru 03/31/12
Invoice No: HC-DD-004-$3,105.00-04/01/12 thru 04/30/12
Invoice No: HC-DD-005-$2,565.00-05/01/12 thru 05/31/12
Invoice No: HC-DD-006-$1,485.00-06/01/12 thru 06/30/12
Invoice No: HC-DD-007-$1,620.00-07/01/12 thru 07/31/12
Invoice No: HC-DD-008-$3,240.00-08/01/12 thru 07/31/12
Invoice No: HC-DD-009-$3,645.00-09/01/12 thru 09/30/12
Invoice No: HC-DD-010-$4,185.00-10/01/12 thru 10/31/12
Invoice No: HC-DD-011-$540.00-11/01/12 thru 11/30/12

Total amount of invoices: $27,540.00

BACKGROUND

$34,275.00 was budgeted under this work authorization, however only $27,540.00 has been billed.

Fiscal Impact

FISCAL YEAR: 2013 ACCT. #: 3-1100-415-00-115-002-0-311

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

BUDGETARY IMPACT:

Funding available pending CC approval of AI-42116.

Attachments

Work Authorization No. 1

Interlocal

Invoices

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/05/2013 01:52 PM
Budget & Management	Debbie Tamez	12/05/2013 01:59 PM
Glinda Pacheco	Glinda Pacheco	12/06/2013 09:09 AM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Vangie Garcia Started On: 12/04/2013 02:41 PM

Final Approval Date: 12/06/2013

EXHIBIT "A"

HIDALGO COUNTY
Professional Consulting Services
Contract # C-11-117-08-02

WORK AUTHORIZATION No.1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY,** action herein by and through the **Commissioner's Court,** hereinafter called the **"Owner,"** and, **"GODINEZ COMMUNICATIONS," professional consultant of McAllen, Texas , hereinafter called "Consultant."**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the CONSULTANT to provide professional consulting services as it pertains to the following:

Provide facilitation, organization and communications services and support for the Hidalgo County Drainage Advisory Committee as appointed by the Hidalgo County Commissioners' Court and managed by the Hidalgo County Drainage District #1.

The scope of services to be provided by the **CONSULTANT** is identified in ***EXHIBIT "B"- Scope of Services to be Provided by the Consultant*** attached hereto. The project work schedule is identified in ***EXHIBIT "C" – Project Work Schedule*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for services under this Work Authorization is $ 34,275. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as ***EXHIBIT "C" – Project Work Schedule and EXHIBIT "D" - Consultant Cost/Rates*** attached hereto.

PART 3. PAYMENT

Compensation and payment to the **CONSULTANT** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING

This Work Authorization NO.1 shall be funded through funding source:

Account No. 2-1100-415-00-115-002-0311
Requisition Number 210147

PART 5. PERIOD OF SERVICE

This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Judge Ramon Garcia as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY JUDGE's Office

BY: _____

Ramon Garcia, County Judge

Approved by Commissioners' Court
on 1-10-12 RG

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on as indicated below and effective as of _____ day of , 2011.

THE CONSULTANT:
GODINEZ COMMUNICATIONS

BY: _____
Brian Godinez

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 1-10-12 RG

LIST OF ATTACHMENTS

ATTACHMENT "A" – Services to be Provided by the Owner
ATTACHMENT "B" - Scope of Services to be Provided by the Consultant
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Consultant Cost/Rates
ATTACHMENT "E" - Insurance Requirements Provided by the Consultant

ATTACHMENT "A"
Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **CONSULTANT** the following:

(1) Authorization to the **CONSULTANT** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **CONSULTANT** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **CONSULTANT,** as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **CONSULTANT** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **CONSULTANT'S** request for information and/or required submittals and deliverables, in order for the **CONSULTANT** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **CONSULTANT.**

(7) Assist the **CONSULTANT** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the CONSULTANT and more particularly identified in Attachment "B" of the

Agreement.

(9) Review and approve the Project design criteria.

(10) Review and approve change as required and prepared by the CONSULTANT.

ATTACHMENT "B"

Scope of Services to be Provided by the Consultant

The project will consist of working closely (daily, weekly and/or monthly) with the Drainage Advisory Committee, appointed by the Hidalgo County's Commissioners' Court and supported by the staff of the Hidalgo County Drainage District #1, and provide organization, facilitation, presentation, communications and reporting services to assist with the committee accomplishing their mission and tasks as directed by the Commissioner's Court, including:.

- Assist, plan, prepare, facilitate, communicate and/or coordinate drainage committee meetings, workshops, work sessions, briefings, presentations, materials and reports on a weekly, monthly and/or quarterly basis for the Drainage Advisory Committee and/or County Officials/Representatives for Hidalgo County's Commissioners' Court and Drainage District #1; (or as requested by County Commissioner's Court);

- If needed, Coordinate with the Drainage Advisory Committee to assist with the development of objectives and strategies for the County's Drainage Advisory Committee related to drainage capital improvement plan, financing options and public communications;

- Assist the Drainage Advisory Committee with providing appropriate input on any studies identifying issues and concerns that impact the County relating to County's drainage;

- Determine and communicate the various impacts to the Drainage Advisory Committee and/or County of any and/or such concerns relating to County revenue and expenditure efficiencies for drainage;

- If needed, prepare a schedule of work;

- Cooperate and coordinate fully with the County Commissioners' Court, as well as with the professional and administrative staffs of the County;

- Report and consult to the County Commissioners as often as reasonably necessary;

- If needed, submit a proposed schedule and tasks required to implement recommended changes;

- Research and report on County's and Drainage District communications, online technologies, public outreach, and awareness;

- If needed, prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Consultant services and work'

- Advise the County of events which have a significant impact upon the progress of the Consultant's services and work and the approved Work Schedule;

- Prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the tasks, and work schedule, and an estimated cost proposal as authorized by the County;

ATTACHMENT C								
PROJECT WORK SCHEDULE - Drainage Advisory Committee - Consulting Services & Costs								
Consulting Elements, Hours & Fees	JAN '12	FEB '12	MAR '12	APR '12	MAY '12	JUN '11	JUL '11	2012
PRINCIPAL IN CHARGE HOURS								TOTALS
Organization hours	4	8	8	8	8	8	8	52
Meeting Facilitation hours	4	6	6	6	6	6	6	40
Communications hours	6	5	5	5	5	5	5	36
Meeting Presentation, Materials & Reports	6	6	6	6	6	6	6	42
Principal-in-charge TTL Hours	20	25	25	25	25	25	25	170
Principal-in-charge Fees (@ $135/hr)	$ 2,700	$ 3,375	$ 3,375	$ 3,375	$ 3,375	$ 3,375	$ 3,375	$ 22,950
ADDITIONAL CONSULTING SUPPORT HOURS								TOTALS
Graphic Design TTL Hours (@ $65/hr)	4	4	4	4	4	4	4	28
Copy Writing TTL Hours (@ $ 55/hr)	4	4	4	4	4	4	4	28
Admin Support TTL Hours (@ $ 45/hr)	6	6	6	6	6	6	6	42
Additional Consulting Support TTL Hours	14	14	14	14	14	14	14	98
Additional Consulting Support TTL Fees	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 5,250
TOTAL CONSULTING COSTS	$ 3,450	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 28,200

PROJECT EXPENSES *								TOTALS
Meeting Location Logistics Expense	$0	$200	$200	$200	$200	$200	$200	$ 1,200
Meeting Presentation, Materials & Reports Printing Expense	$75	$300	$300	$300	$300	$300	$300	$ 1,875
Meeting Expenses (lunch and beverages)	$0	$500	$500	$500	$500	$500	$500	$ 3,000
TOTAL PROJECT EXPENSES	$ 75	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 6,075
TOTAL PROJECT COSTS	$ 3,525	$ 5,125	$ 5,125	$ 5,125	$ 5,125	$ 5,125	$ 5,125	$ 34,275

* Billed at cost plus markup with supporting documentation and in accordance with Hidalgo County's Travel, Fuel, Meal, Mileage Policies

ATTACHMENT "D"
Consultant Cost/Rates

For and in consideration of the **Services** attached to this Agreement and to be rendered by the **Consultant**, the **Owner** shall pay the **Consultant** the **fee** as defined in this Agreement, and as more particularly identified as follows:

Description - All Inclusive	**Hourly Fees**
Principal-in-Charge	$135
Graphic Design	$65
Copy Writing	$55
Administrative Support	$45

Material Rates	
Item	**Unit Rate**
Mileage (outside of Hidalgo County)	IRS Allowable Rate
Sub-consultant Fees	Billable Hourly Rate + 10%
Reimbursement expenses (e.g. travel out of area, printing)	At cost plus 10% (pre-approved by the County)

ATTACHMENT "E"

Insurance Requirements Provided by the Consultant

RAG
R045

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2011

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
HEARTLAND MARKETING GROUP INC
504623 P:(866)467-8730 F:(877)905-0457
PO BOX 33015
SAN ANTONIO TX 78265

CONTACT NAME:
PHONE (A/C, No, Ext): (866)467-8730 FAX (A/C, No): (877)905-0457
E-MAIL ADDRESS:
PRODUCER CUSTOMER ID #:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Sentinel Ins Co LTD	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
BRIAN GODINEZ DBA GODINEZ COMMUNICATIONS
300 S 8TH ST
MCALLEN TX 78501

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						EACH OCCURRENCE	$ 1,000,000
	[ ] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$ 10,000
	[X] General Liab	X		46 SBM ZW6973	12/03/2011	12/03/2012	PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 2,000,000
	[ ] POLICY [ ] PRO-JECT [X] 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 $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						[ ] WC STATUTORY LIMITS [ ] OTHER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Those usual to the Insured's Operations. See the Business Liability Coverage Form SS0008 attached to this policy for Additional Insured provisions.

CERTIFICATE HOLDER

Hidalgo county
2802 S BUSINESS 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

Jan Taillon

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2011

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	CONTACT NAME: Liz Cruz
Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210)930-1838 E-MAIL ADDRESS: lcruz@alamoinsgrp.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A: Progressive Casualty Ins Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	
INSURER F:	

INSURED: Brian Godinez d/b/a Godinez Communications, 300 S. 8th Street, McAllen TX 78501

COVERAGES — CERTIFICATE NUMBER: 11/12 Auto — 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							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS ☒ SCHEDULED AUTOS			08255095-0	9/22/2011	9/22/2012	BODILY INJURY (Per accident)	$
	HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N ☐	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is an additional insured on the Auto policy.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edingburg, 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

John McMahan/LIZ Pat McMahan

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2011

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	CONTACT NAME: Emily Rodriguez
Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210) 930-1838 E-MAIL ADDRESS: Erodriguez@alamoinsgrp.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED	INSURER A: The United States Liability Ins
Godinez Communications 300 S. 8th Street McAllen TX 78501	INSURER B: INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES **CERTIFICATE NUMBER:** 2011/2012E&OMASTER **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
	☐ CLAIMS-MADE ☐ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$
	☐ POLICY ☐ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N/A (Mandatory in NH)						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			SP1022568	8/18/2011	8/18/2012	$1,000,000/$1,000,000 Limit $1,000 Deductible	

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

Certificateholder is hereby named as additional insured on professional liability as their interest may appear.

CERTIFICATE HOLDER

Hidalgo County
Attn: Evangelina Garcia
100 E. Cano
2nd Floor
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

John McMahan/EMILY Pat M. Mahan

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Affidavit Agreement

Date: May 24, 2011

Affiant: **Brian Godinez d.b.a. Godinez Communications**

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

Affiant **Brian Godinez** states he is a sole proprietor doing business as **Godinez Communications** with Hidalgo County under RFP # **2011-117** dated **May 18, 2011**. Affiant will provide services for **Hidalgo County** under a Hidalgo County RFP /Q Description: **Professional Consultant Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies,** which will be approved upon receipt by the Hidalgo County Purchasing Department.

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

Further Affiant sayeth not.

GLADYS BARRERA
Notary Public, State of Texas
My Commission Expires
June 28, 2014

Printed Name of Affiant: **Brian Godinez**

SWORN AND SUBSCRIBED TO under oath before me on May 25, 2011

Gladys Barrera

Notary Public, State of Texas

APPROVED

AI-30361
CC REGULAR
Meeting Date: 01/10/2012
Submitted For: Martha Salazar

13. A. 5.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of Interlocal Agreement between Hidalgo County (County) and Hidalgo County Drainage District No. 1 (HCDD1) for consulting services to be provided by Brian Godinez d/b/a Godinez Communications with the County's Contract #C-11-117-08-02 pursuant to Commissioners Court approval of Work Authorization No.1 with reimbursement to the County by Hidalgo County Drainage District No. 1 as allowed under Section 2 of the Interlocal Cooperation Agreement as approved on April 22, 2008; and

b. Acceptance and approval of Work Authorization No. 1 in the amount of $34,275.00 to "Provide facilitation, organization and communications services and support for the Hidalgo County Drainage Advisory Committee" through Contract #C-11-117-08-02 with Brian Godinez d/b/a Godinez Communications.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-132-50-000-000-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:

Expeditures will be paid out of referenced receivable account as per Auditor's office.

Attachments

HCDD1 INTERLOCAL
Contract Documentation With Brian Godinez
Work Authorization #1
Interlocal Documentation
legals approval
insurance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/29/2011 02:31 PM
Budget & Management	Merlen P. Munoz	12/29/2011 02:39 PM
Rosalinda Cantu	Rosie Cantu	12/29/2011 04:06 PM
Auditor's Office	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Vangie Garcia Started On: 12/28/2011 04:06 PM

Final Approval Date: 12/29/2011

APPROVED

AI-30367 **4.**
DRAINAGE DISTRICT
Meeting Date: 01/10/2012
Submitted By: Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval of Interlocal Agreement between Hidalgo County (County) and Hidalgo County Drainage District No. 1 (HCDD1) for consulting services to be provided by Brian Godinez d/b/a Godinez Communications with the County's Contract #C-11-117-08-02 pursuant to Hidalgo County Board Of Directors approval of Work Authorization No.1 with reimbursement to the County by Hidalgo County Drainage District No. 1 as allowed under Section 2 of the Interlocal Cooperation Agreement as approved on April 22, 2008; and

B. Acceptance and approval of Work Authorization No. 1 in the amount of $34,275.00 to "Provide facilitation, organization and communications services and support for the Hidalgo County Drainage Advisory Committee" through Contract #C-11-117-08-02 with Brian Godinez d/b/a Godinez Communications.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCOUNT #:
FUNDS AVAILABLE? Y/N: MATCHING FUNDS? Y/N:

BUDGETARY IMPACT:
DBM WILL IDENTIFY FUNDING WITHIN THIS AGENDA MEETING. IN ADDITION, REQUISITION WILL BE PROVIDED ONCE FUNDING HAS BEEN IDENTIFIED BY DBM.

Attachments

HCDD1 INTERLOCAL
Work Authorization #1
Contract Documentation
Interlocal Agreement
legals approval
insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/29/2011 08:12 AM
Perla Lopez	Perla Lopez	12/29/2011 04:44 PM
Final Approval	Angela Garcia	12/29/2011 04:51 PM

Form Started By: Vangie Garcia Started On: 12/28/2011 04:41 PM

Final Approval Date: 12/29/2011

STATE OF TEXAS §
§
COUNTY OF HIDALGO §

INTERLOCAL COOPERATION AGREEMENT
BETWEEN HIDALGO COUNTY AND HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

THIS AGREEMENT is made on this the **10th** day of **January**, **2012**, by and between HIDALGO COUNTY, referred to as (the "County") and HIDALGO COUNTY DRAINAGE DISTRICT NO. 1, referred to as (the "District"), pursuant to the provisions of the Texas Interlocal Cooperation Act, as follows:

WHEREAS, County has a professional consulting service contract (the "Services") identified as C-11-117-08-02 in place with Brian Godinez d/b/a Godinez Communications, referred to as (the "Consultant") for the provision of Consulting Services to assist, assess, review and facilitate County's revenue and expenditure efficiencies in various public and private sectors;

WHEREAS, District currently has an Interlocal Cooperation Agreement dated April 22, 2008 with County which provides in Paragraph 2 of the Agreement the District may request to utilize County's services;

WHEREAS, both parties hereto have determined it is beneficial to both parties to enter into an Interlocal Agreement to accomplish District's use of the Services; and

WHEREAS, County and District are authorized to enter into this Agreement pursuant to the Interlocal Cooperation Act, Texas Government Code 791.001 et seq., (the "Act") which authorizes local governments to contract with each other to perform governmental functions and services under the terms of the Act.

NOW, THEREFORE, County and District, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. **Scope of services, work, estimated cost and payment for the following services for District:**

   A. For the purpose of Work Authorization No. 1 , a copy of which is attached hereto as Exhibit A, County shall supply the services of the consultant to provide professional consulting services for the facilitation, organization and communications services and support of the Hidalgo County Drainage Advisory Committee as appointed by the Hidalgo County Commissioners' Court and managed by the Hidalgo County Drainage District #1; and

   B. Services to be provided as identified in "B" and "C" of Exhibit A;

   C. District agrees to reimburse County, within thirty (30) days of receipt of invoice from County to District, in an amount not to exceed **Thirty-Four Thousand Two Hundred Seventy Five and No/100ths ($34,275.00)** for the Services of Consultant.

2. **Term**. The term of this Interlocal will be coincident with the term of the Work Authorization and shall become effective on the date of approval of his agreement hereto and terminate upon completion

and payment for the Services under the Work Authorization.

3. **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 their 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 times such conflict exists.

4. **No Waiver**. No waiver by any party hereto of any breach of any provision of the Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

5. **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 County and District and not otherwise.

6. **Texas Law to Apply**. This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligation of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

7. **Notice**. Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communication 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 County:	Hidalgo County, Texas Attn: County Judge 100 East Cano, 2nd Floor Edinburg, Texas 78539
If to District:	Hidalgo County Drainage District No. 1 Attn: Chairman Of The Board Of Directors 902 North Doolittle Road Edinburg, Texas 78539

8. **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.

9. **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.

10. **Assignment**. This Agreement shall not be assignable.

11. **Headings**. The headings and captions contained in this Agreement are solely for convenience reference and shall not be deemed to affect the meaning or interpretation of any provision of paragraph hereof.

12. **Gender and Number**. All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and singular shall include the plural whenever and so often as may be appropriate.

13. **Authority to Execute**. The execution and performance of this Agreement by the City and the County have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of City and County in accordance with its terms.

14. **Governmental Purpose**. Each party hereto is entering into this Agreement for the purpose of providing for governmental services or functions and will pay for such services out of current revenues available to the paying party as herein provided.

15. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the governing body of any party does not appropriate sufficient funds to meet the obligations of such party under this Agreement, then any party may terminate this Agreement upon ninety (90) days written notice to the other party. Each of the parties hereto agrees, however, to use its best 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 each party hereto pursuant to the provisions of Tex. Loc. Govt. Code Ann. Section 271.903.

IN WITNESS WHEREOF, the parties hereto have cause this Agreement to be duly executed as of the day and year first written above.

HIDALGO COUNTY, TEXAS

Ramon Garcia, County Judge

HIDALGO COUNTY DRAINAGE DISTRICT NO. 1

Ramon Garcia, Chairman Of The Board Of Directors

Approved by Commissioners' Court
on 1-10-12

ATTEST:

Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain

APPROVED BY COMMISSIONERS COURT: **January 10, 2012**

Evangelina Garcia

From: Martha Salazar [martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 29, 2011 5:20 PM
To: 'Evangelina Garcia'
Subject: FW: Revised Interlocal

From: Steve Crain [mailto:scrain@atlashall.com]
Sent: Thursday, December 29, 2011 4:14 PM
To: 'Martha Salazar'
Subject: RE: Revised Interlocal

It works.

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 29, 2011 3:53 PM
To: 'Steve Crain'
Subject: FW: Revised Interlocal
Importance: High

Mr. Crain:
Corrections made. Please review and comment as to form.
Marty

From: Evangelina Garcia [mailto:evangelina.garcia@co.hidalgo.tx.us]
Sent: Thursday, December 29, 2011 3:10 PM
To: 'Martha Salazar'
Subject: RE: Revised Interlocal

Marty:
Here you go with the revision as requested.

Thank you

Vangie Y. Garcia, Contract's Manager
2802 S. Business Hwy. 281
New Administration Building
Edinburg, Texas 78539
(956) 292-7000-Extension 4856
email: evangelina.garcia@co.hidalgo.tx.us

From: Martha Salazar [mailto:martha.salazar@co.hidalgo.tx.us]
Sent: Thursday, December 29, 2011 2:38 PM
To: 'Evangelina Garcia'
Subject: FW: Revised Interlocal

EXHIBIT "A"

HIDALGO COUNTY
Professional Consulting Services
Contract # C-11-117-08-02

WORK AUTHORIZATION No.1

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of the Service Contract made by and between **HIDALGO COUNTY,** action herein by and through the **Commissioner's Court,** hereinafter called the **"Owner,"** and, **"GODINEZ COMMUNICATIONS," professional consultant of McAllen, Texas , hereinafter called "Consultant."**

PART 1. SCOPE OF WORK
The purpose of this Work Authorization is for the CONSULTANT to provide professional consulting services as it pertains to the following:

Provide facilitation, organization and communications services and support for the Hidalgo County Drainage Advisory Committee as appointed by the Hidalgo County Commissioners' Court and managed by the Hidalgo County Drainage District #1.

The scope of services to be provided by the **CONSULTANT** is identified in ***EXHIBIT "B"- Scope of Services to be Provided by the Consultant*** attached hereto. The project work schedule is identified in ***EXHIBIT "C" – Project Work Schedule*** attached hereto.

PART 2. ESTIMATED COST
The estimated cost for services under this Work Authorization is $ 34,275. This amount is based upon the costs outlined in the Estimated Cost Proposal attached hereto as ***EXHIBIT "C" – Project Work Schedule and EXHIBIT "D" - Consultant Cost/Rates*** attached hereto.

PART 3. PAYMENT
Compensation and payment to the **CONSULTANT** for the services established under this Work Authorization shall be made in accordance with Article/Part/Section 3 of the Agreement.

PART 4. FUNDING
This Work Authorization NO.1 shall be funded through funding source:

Account No. _____
Requisition Number _____

PART 5. PERIOD OF SERVICE
This Work Authorization shall become effective on the date of final acceptance of the parties hereto, and terminate upon completion of scopes of the work.

PART 6. RESPONSIBILITIES AND OBLIGATIONS
This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Judge Ramon Garcia as to content and detail of this Work Authorization No. 1.

HIDALGO COUNTY JUDGE's Office

BY: _____

Ramon Garcia, County Judge

Approved by Commissioners' Court
on 1-10-12 RG

PART 8. ACCEPTANCE AND APPROVAL
This Work Authorization is hereby accepted, approved by Hidalgo County Commissioners' Court on as indicated below and effective as of _____ day of , 2011.

THE CONSULTANT:
GODINEZ COMMUNICATIONS

BY: _____
Brian Godinez

THE OWNER:
HIDALGO COUNTY

BY: _____
Ramon Garcia, County Judge

ATTEST:

BY: _____
Arturo Guajardo, Jr., County Clerk

Approved by Commissioners' Court
on 1-10-12 RG

LIST OF ATTACHMENTS

ATTACHMENT "A" – Services to be Provided by the Owner
ATTACHMENT "B" - Scope of Services to be Provided by the Consultant
ATTACHMENT "C" - Work Schedule
ATTACHMENT "D" - Consultant Cost/Rates
ATTACHMENT "E" - Insurance Requirements Provided by the Consultant

ATTACHMENT "A"
Services to be provided by the OWNER

The following provides an outline of the services to be provided by the **OWNER** in the development of the Project.

The **OWNER** will provide to the **CONSULTANT** the following:

(1) Authorization to the **CONSULTANT** to begin work in accordance with Section 3 of this Agreement.

(2) Payment for work performed by the **CONSULTANT** and accepted by the **OWNER** in accordance with Section 6 of the Agreement.

(3) Assistance to the **CONSULTANT**, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies that the **CONSULTANT** cannot easily obtain.

(4) Provide any available relevant data the **OWNER** may have on file concerning the project.

(5) Provide timely review and decisions in response to the **CONSULTANT'S** request for information and/or required submittals and deliverables, in order for the **CONSULTANT** to maintain the agreed-upon work schedule prepared in accordance with Attachment "C" of this Agreement.

(6) Attend and participate in progress meetings as required and as coordinated and conducted by the **CONSULTANT.**

(7) Assist the **CONSULTANT** in the preparation of the project mailing list; provide representation, a site and stenographer for all public meetings; additionally:

Public Meetings

(a) Approve agenda and all exhibits prior to public meeting.
(b) Approve date and location of the meeting.
(c) Review/approve Public Meeting Report.

(8) Attend the Preliminary Concept Conference coordinated and conducted by the CONSULTANT and more particularly identified in Attachment "B" of the

Agreement.

(9) Review and approve the Project design criteria.

(10) Review and approve change as required and prepared by the CONSULTANT.

ATTACHMENT "B"

Scope of Services to be Provided by the Consultant

The project will consist of working closely (daily, weekly and/or monthly) with the Drainage Advisory Committee, appointed by the Hidalgo County's Commissioners' Court and supported by the staff of the Hidalgo County Drainage District #1, and provide organization, facilitation, presentation, communications and reporting services to assist with the committee accomplishing their mission and tasks as directed by the Commissioner's Court, including:.

- Assist, plan, prepare, facilitate, communicate and/or coordinate drainage committee meetings, workshops, work sessions, briefings, presentations, materials and reports on a weekly, monthly and/or quarterly basis for the Drainage Advisory Committee and/or County Officials/Representatives for Hidalgo County's Commissioners' Court and Drainage District #1; (or as requested by County Commissioner's Court);

- If needed, Coordinate with the Drainage Advisory Committee to assist with the development of objectives and strategies for the County's Drainage Advisory Committee related to drainage capital improvement plan, financing options and public communications;

- Assist the Drainage Advisory Committee with providing appropriate input on any studies identifying issues and concerns that impact the County relating to County's drainage;

- Determine and communicate the various impacts to the Drainage Advisory Committee and/or County of any and/or such concerns relating to County revenue and expenditure efficiencies for drainage;

- If needed, prepare a schedule of work;

- Cooperate and coordinate fully with the County Commissioners' Court, as well as with the professional and administrative staffs of the County;

- Report and consult to the County Commissioners as often as reasonably necessary;

- If needed, submit a proposed schedule and tasks required to implement recommended changes;

- Research and report on County's and Drainage District communications, online technologies, public outreach, and awareness;

- If needed, prepare and present such information as may be pertinent and necessary, or as may be requested by the County, in order to evaluate features of the Consultant services and work'

- Advise the County of events which have a significant impact upon the progress of the Consultant's services and work and the approved Work Schedule;

- Prepare a Work Authorization document, which will include a description of the work to be performed, including a description of the tasks, and work schedule, and an estimated cost proposal as authorized by the County;

ATTACHMENT C

PROJECT WORK SCHEDULE - Drainage Advisory Committee - Consulting Services & Costs

Consulting Elements, Hours & Fees	JAN '12	FEB '12	MAR '12	APR '12	MAY '12	JUN '11	JUL '11	2012
PRINCIPAL IN CHARGE HOURS								TOTALS
Organization hours	4	8	8	8	8	8	8	52
Meeting Facilitation hours	4	6	6	6	6	6	6	40
Communications hours	6	5	5	5	5	5	5	36
Meeting Presentation, Materials & Reports	6	6	6	6	6	6	6	42
Principal-in-charge TTL Hours	20	25	25	25	25	25	25	170
Principal-in-charge Fees (@ $135/hr)	$ 2,700	$ 3,375	$ 3,375	$ 3,375	$ 3,375	$ 3,375	$ 3,375	$ 22,950
ADDITIONAL CONSULTING SUPPORT HOURS								TOTALS
Graphic Design TTL Hours (@ $65/hr)	4	4	4	4	4	4	4	28
Copy Writing TTL Hours (@ $ 55/hr)	4	4	4	4	4	4	4	28
Admin Support TTL Hours (@ $ 45/hr)	6	6	6	6	6	6	6	42
Additional Consulting Support TTL Hours	14	14	14	14	14	14	14	98
Additional Consulting Support TTL Fees	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 750	$ 5,250
TOTAL CONSULTING COSTS	$ 3,450	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 4,125	$ 28,200

PROJECT EXPENSES *								TOTALS
Meeting Location Logistics Expense	$0	$200	$200	$200	$200	$200	$200	$ 1,200
Meeting Presentation, Materials & Reports Printing Expense	$75	$300	$300	$300	$300	$300	$300	$ 1,875
Meeting Expenses (lunch and beverages)	$0	$500	$500	$500	$500	$500	$500	$ 3,000
TOTAL PROJECT EXPENSES	$ 75	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 1,000	$ 6,075
TOTAL PROJECT COSTS	$ 3,525	$ 5,125	$ 5,125	$ 5,125	$ 5,125	$ 5,125	$ 5,125	$ 34,275

* Billed at cost plus markup with supporting documentation and in accordance with Hidalgo County's Travel, Fuel, Meal, Mileage Policies

ATTACHMENT "D"
Consultant Cost/Rates

For and in consideration of the **Services** attached to this Agreement and to be rendered by the **Consultant**, the **Owner** shall pay the **Consultant** the **fee** as defined in this Agreement, and as more particularly identified as follows:

Description - All Inclusive	**Hourly Fees**
Principal-in-Charge	$135
Graphic Design	$65
Copy Writing	$55
Administrative Support	$45

Material Rates	
Item	**Unit Rate**
Mileage (outside of Hidalgo County)	IRS Allowable Rate
Sub-consultant Fees	Billable Hourly Rate + 10%
Reimbursement expenses (e.g. travel out of area, printing)	At cost plus 10% (pre-approved by the County)

ATTACHMENT "E"

Insurance Requirements Provided by the Consultant

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

RAG
R045

DATE (MM/DD/YYYY)
12/03/2011

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	CONTACT NAME:	
HEARTLAND MARKETING GROUP INC 504623 P:(866)467-8730 F:(877)905-0457 PO BOX 33015 SAN ANTONIO TX 78265	PHONE (A/C, No, Ext): (866)467-8730	FAX (A/C, No): (877)905-0457
	E-MAIL ADDRESS:	
	PRODUCER CUSTOMER ID #:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
BRIAN GODINEZ DBA GODINEZ COMMUNICATIONS 300 S 8TH ST MCALLEN TX 78501	INSURER A : Sentinel Ins Co LTD	
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY CLAIMS-MADE [X] OCCUR [X] General Liab GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [ ] PRO-JECT [X] LOC	X		46 SBM ZW6973	12/03/2011	12/03/2012	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE DEDUCTIBLE RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N [ ] N/A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATUTORY LIMITS [ ] OTHER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

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

Those usual to the Insured's Operations. See the Business Liability Coverage Form SS0008 attached to this policy for Additional Insured provisions.

CERTIFICATE HOLDER	CANCELLATION
Hidalgo county 2802 S BUSINESS 281 EDINBURG, TX 78539	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 Jan Taillon

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 9/22/2011

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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: Liz Cruz
Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210) 930-1838 E-MAIL ADDRESS: lcruz@alamoinsgrp.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: Progressive Casualty Ins Co.
INSURED	INSURER B:
Brian Godinez d/b/a Godinez Communications 300 S. 8th Street McAllen TX 78501	INSURER C: INSURER D: INSURER E: INSURER F:

COVERAGES CERTIFICATE NUMBER: 11/12 Auto 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							$
A	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / X SCHEDULED AUTOS			08255095-0	9/22/2011	9/22/2012	BODILY INJURY (Per accident)	$
	HIRED AUTOS / NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
							PIP-Basic	$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N	N/A					E.L. EACH ACCIDENT	$
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County is an additional insured on the Auto policy.

CERTIFICATE HOLDER

Hidalgo County
Attn: Purchasing Department
2812 S. Highway Bus. 281
Edingburg, 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

John McMahan/LIZ Pat McMahan

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 8/19/2011

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	CONTACT NAME: Emily Rodriguez
Alamo Insurance Group 3201 Cherry Ridge Drive Suite D405 San Antonio TX 78230	PHONE (A/C, No, Ext): (210) 930-6665 FAX (A/C, No): (210) 930-1838 E-MAIL ADDRESS: Erodriguez@alamoinsgrp.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A: The United States Liability Ins
INSURED Godinez Communications 300 S. 8th Street McAllen TX 78501	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:
	INSURER F:

COVERAGES CERTIFICATE NUMBER: 2011/2012E&OMASTER 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 ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ☐ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						☐ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory in NH)	N/A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			SP1022568	8/18/2011	8/18/2012	$1,000,000/$1,000,000 Limit $1,000 Deductible	

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

Certificateholder is hereby named as additional insured on professional liability as their interest may appear.

CERTIFICATE HOLDER

Hidalgo County
Attn: Evangelina Garcia
100 E. Cano
2nd Floor
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

John McMahan/EMILY Pat M. Mahan

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Affidavit Agreement

Date: **May 24, 2011**

Affiant: **Brian Godinez d.b.a. Godinez Communications**

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

Affiant **Brian Godinez** states he is a sole proprietor doing business as **Godinez Communications** with Hidalgo County under RFP # **2011-117** dated **May 18, 2011**. Affiant will provide services for **Hidalgo County** under a Hidalgo County RFP /Q Description: **Professional Consultant Services to Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies,** which will be approved upon receipt by the Hidalgo County Purchasing Department.

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

Further Affiant sayeth not.

GLADYS BARRERA
Notary Public, State of Texas
My Commission Expires
June 28, 2014

Printed Name of Affiant: **Brian Godinez**

SWORN AND SUBSCRIBED TO under oath before me on May 25, 2011

Gladys Barrera

Notary Public, State of Texas

APPROVED

AI-30361
CC REGULAR
Meeting Date: 01/10/2012
Submitted For: Martha Salazar

13. A. 5.

Submitted By: Vangie Garcia, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Acceptance and approval of Interlocal Agreement between Hidalgo County (County) and Hidalgo County Drainage District No. 1 (HCDD1) for consulting services to be provided by Brian Godinez d/b/a Godinez Communications with the County's Contract #C-11-117-08-02 pursuant to Commissioners Court approval of Work Authorization No.1 with reimbursement to the County by Hidalgo County Drainage District No. 1 as allowed under Section 2 of the Interlocal Cooperation Agreement as approved on April 22, 2008; and

b. Acceptance and approval of Work Authorization No. 1 in the amount of $34,275.00 to "Provide facilitation, organization and communications services and support for the Hidalgo County Drainage Advisory Committee" through Contract #C-11-117-08-02 with Brian Godinez d/b/a Godinez Communications.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2012 **ACCT. #:** 2-1100-132-50-000-000-0-000
FUNDS AVAILABLE Y/N?: Y **MATCHING FUNDS Y/N?:** N
BUDGETARY IMPACT:

Expeditures will be paid out of referenced receivable account as per Auditor's office.

Attachments

HCDD1 INTERLOCAL
Contract Documentation With Brian Godinez
Work Authorization #1
Interlocal Documentation
legals approval
insurance

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/29/2011 02:31 PM
Budget & Management	Merlen P. Munoz	12/29/2011 02:39 PM
Rosalinda Cantu	Rosie Cantu	12/29/2011 04:06 PM
Auditor's Office	Angela Garcia	12/29/2011 04:59 PM

Form Started By: Vangie Garcia Started On: 12/28/2011 04:06 PM

Final Approval Date: 12/29/2011

APPROVED

AI-30367 **4.**
DRAINAGE DISTRICT
Meeting Date: 01/10/2012
Submitted By: Vangie Garcia, PURCHASING DEPT.
Department: PURCHASING DEPT.

Information

CAPTION

A. Acceptance and approval of Interlocal Agreement between Hidalgo County (County) and Hidalgo County Drainage District No. 1 (HCDD1) for consulting services to be provided by Brian Godinez d/b/a Godinez Communications with the County's Contract #C-11-117-08-02 pursuant to Hidalgo County Board Of Directors approval of Work Authorization No.1 with reimbursement to the County by Hidalgo County Drainage District No. 1 as allowed under Section 2 of the Interlocal Cooperation Agreement as approved on April 22, 2008; and

B. Acceptance and approval of Work Authorization No. 1 in the amount of $34,275.00 to "Provide facilitation, organization and communications services and support for the Hidalgo County Drainage Advisory Committee" through Contract #C-11-117-08-02 with Brian Godinez d/b/a Godinez Communications.

BACKGROUND

Fiscal Impact

FISCAL YEAR: ACCOUNT #:
FUNDS AVAILABLE? Y/N: MATCHING FUNDS? Y/N:

BUDGETARY IMPACT:
DBM WILL IDENTIFY FUNDING WITHIN THIS AGENDA MEETING. IN ADDITION, REQUISITION WILL BE PROVIDED ONCE FUNDING HAS BEEN IDENTIFIED BY DBM.

Attachments

HCDD1 INTERLOCAL
Work Authorization #1
Contract Documentation
Interlocal Agreement
legals approval
insurance

Form Review

Inbox	Reviewed By	Date
Budget & Management	Merlen P. Munoz	12/29/2011 08:12 AM
Perla Lopez	Perla Lopez	12/29/2011 04:44 PM
Final Approval	Angela Garcia	12/29/2011 04:51 PM

Form Started By: Vangie Garcia Started On: 12/28/2011 04:41 PM

Final Approval Date: 12/29/2011

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-DD-001
DATE: January 31, 2012
Revised

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1 100-415-00-115-002-0-311
Requisition No.: 210147
PO #: 670133

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Drainage District #1

Professional consulting services fee not to exceed $28,200 or 208 hours (1-11-12 thru 1-31-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
PRINCIPAL-IN-CHARGE Brian Godinez Coordinated and implemented the January drainage advisory committee meetings including meeting agenda development; communication notifications and attendance confirmations; public and media relations; preparing and printing committee materials and hand outs; implemented meeting logistics and facilitation; as well as produced meeting and online follow up and communications.	$135	18	9%	$ 2,430.00
		Total Payment DUE		$ 2,430.00

INVOICE RECEIVED BY: [illegible] ON 10/18/13
GOODS/SERVICES RECEIVED BY: [illegible] ON 12/4/13

Deliverables: Hidalgo County Drainage Advisory Committee and 2012 Bond Referendum Website
https://sites.google.com/site/hcdrainage/

JANUARY 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
Drainage District #1: Professional consulting services

DAY	ACTIVITY	HOURS
1		
2		
3		
4		
5		
6		
7		
8		
9	Organized, informed and prepared the January drainage advisory committee meeting	7
10		
11	Prepared committee materials and hand outs; implemented meeting logistics and facilitation for today's meeting	5
12		
13	Produced advisory meeting and online follow up and communications	6
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
	TOTAL HOURS	18

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-DD-002
DATE: February 29, 2012
Revised

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 210147
PO #: 670133

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Drainage District #1

Professional consulting services fee not to exceed $28,200 or 208 hours (2-1-12 thru 2-29-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
PRINCIPAL-IN-CHARGE Brian Godinez Coordinated and implemented the February drainage advisory committee meetings including meeting agenda development; communication notifications and attendance confirmations; public and media relations; preparing and printing committee materials and hand outs; implemented meeting logistics and facilitation; as well as produced meeting and online follow up and communications.	$135	23	20%	$ 3,105.00
		Total Payment DUE		$ 3,105.00

INVOICE RECEIVED BY: [signature] ON 10/18/13
GOODS/SERVICES RECEIVED BY: [signature] ON 12/11/13

Deliverable: Hidalgo County Drainage Advisory Committee and 2012 Bond Referendum Website
https://sites.google.com/site/hcdrainage/

February 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
Drainage District #1: Professional consulting services

DAY	ACTIVITY	HOURS
1		
2		
3		
4		
5		
6	Organized, informed and prepared the February drainage advisory committee meeting	7
7		
8	Prepared committee materials and hand outs; implemented meeting logistics and facilitation for today's meeting	5
9		
10	Produced advisory meeting and online follow up and communications	4
11		
12		
13	Produced advisory meeting and online follow up and communications	7
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
	TOTAL HOURS	23

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-DD-003
DATE: March 31, 2012
Revised

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 210147
PO #: 670133

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Drainage District #1

Professional consulting services fee not to exceed $28,200 or 208 hours (3-1-12 thru 3-31-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
PRINCIPAL-IN-CHARGE Brian Godinez Coordinated and implemented March drainage advisory committee research; meetings and communications; public and media relations; prepared committee materials and drainage bond referendum research and media best practices; as well as produced online follow up documentation and communications.	$135	12	26%	$ 1,620.00
		Total Payment DUE		$ 1,620.00

INVOICE RECEIVED BY: Diane Salinas ON 10/28/13
GOODS/SERVICES RECEIVED BY: ON 12/4/13

Deliverable: Hidalgo County Drainage Advisory Committee and 2012 Bond Referendum Website
https://sites.google.com/site/hcdrainage/

March 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78S01

BRIAN GODINEZ: Principal in Charge
Drainage District #1: Professional consulting services

DAY	ACTIVITY	HOURS
1		
2	Coordinated and implemented March drainage advisory committee research	3
3		
4		
5		
6	Attended the Drainage District #1 board meeting	2
7		
8	Managed public relations for the advisory committee	2
9		
10	Prepared committee materials and drainage bond referendum research and media best practices	3
11		
12		
13		
14		
15		
16		
17		
18		
19		
20	Produced advisory meeting and online follow up and communications	2
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
	TOTAL HOURS	12

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-DD-004
DATE: April 30, 2012
Revised

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 210147
PO #: 670133

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Drainage District #1

Professional consulting services fee not to exceed $28,200 or 208 hours (4-1-12 thru 4-30-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
PRINCIPAL-IN-CHARGE Brian Godinez Coordinated and implemented the April drainage advisory committee meetings including committee meeting agenda development; communication notifications and attendance confirmations; public and media relations; preparing and printing committee materials and hand outs; implemented meeting logistics and facilitation; drainage bond referendum research and media best practices; as well as produced meeting and online follow up and communications.	$135	23	37%	$ 3,105.00
		Total Payment DUE		$ 3,105.00

INVOICE RECEIVED BY: [signature] ON 10/18/13
GOODS/SERVICES RECEIVED BY: [signature] ON 12/4/17

Deliverable: Hidalgo County Drainage Advisory Committee and 2012 Bond Referendum Website
https://sites.google.com/site/hcdrainage/

April 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
Drainage District #1: Professional consulting services

DAY	ACTIVITY	HOURS
1		
2		
3		
4		
5	Organized and atteded meeting with Judge Ramon Garcia and members of the advisory committee	4
6		
7		
8		
9	Organized, informed and prepared the April drainage advisory committee meeting	7
10		
11	Prepared committee materials and hand outs; implemented meeting logistics and facilitation for today's meeting	6
12		
13	Produced advisory meeting and online follow up and communications	6
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
	TOTAL HOURS	23

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-DD-005
DATE: May 31, 2012
Revised

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 210147
PO #: 670133

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Drainage District #1

Professional consulting services fee not to exceed $28,200 or 208 hours (5-1-12 thru 5-31-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
PRINCIPAL-IN-CHARGE Brian Godinez Coordinated and implemented the special called May drainage advisory committee meeting including committee meeting agenda development; communication notifications and attendance confirmations; public and media relations; coordinated other committee meetings; preparing and printing committee materials and hand outs; implemented meeting logistics and facilitation; conducted drainage bond referendum research; researched community outreach bond strategies; as well as produced committee meeting and online follow up and communications.	$135	19	46%	$ 2,565.00
		Total Payment DUE		$ 2,565.00

INVOICE RECEIVED BY: [signature] ON 10/8/13
GOODS/SERVICES RECEIVED BY: [signature] ON 12/4/13

Deliverable: Hidalgo County Drainage Advisory Committee and 2012 Bond Referendum Website
https://sites.google.com/site/hcdrainage/

MAY 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
Drainage District #1: Professional consulting services

DAY	ACTIVITY	HOURS
1		
2		
3		
4		
5		
6		
7		
8		
9	Organized, informed and prepared the Drainage advisory leadership meeting	2
10	Drainage Advisory Leadership Meeting to discuss Special Called Meeting	3
11		
12		
13		
14		
15		
16		
17		
18	Conducted drainage bond referendum research; researched community outreach bond strategies	4
19		
20		
21	Organized, informed and prepared for the Drainage advisory special called meeting	4
22		
23	Prepared committee materials and hand outs; implemented meeting logistics and facilitation for today's meeting	4
24	Produced advisory meeting and online follow up and communications	2
25		
26		
27		
28		
29		
30		
31		
	TOTAL HOURS	19

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-DD-006
DATE: June 30, 2012
Revised

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 210147
PO #: 670133

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Drainage District #1

Professional consulting services fee not to exceed $28,200 or 208 hours (6-1-12 thru 6-30-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
PRINCIPAL-IN-CHARGE Brian Godinez Coordinated and implemented June drainage advisory sub committee meetings, and communications; public and media relations; prepared committee materials and handouts; developed drainage bond referendum and community outreach strategies; prepared and presented update to the HC Drainage District board meeting; as well as produced online follow up documentation and communications.	$135	11	51%	$ 1,485.00
		Total Payment DUE		$ 1,485.00

INVOICE RECEIVED BY: ON 10/18/13
GOODS/SERVICES RECEIVED BY: ON 12/4/13

Deliverable: Hidalgo County Drainage Advisory Committee and 2012 Bond Referendum Website
https://sites.google.com/site/hcdrainage/

JUNE 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
Drainage District #1: Professional consulting services

DAY	ACTIVITY	HOURS
1		
2		
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20	Organized, informed and prepared the Drainage advisory finance sub committee meeting	2
21	Organized, informed and prepared the Drainage advisory communications sub committee meeting	2
22		
23		
24		
25		
26	Organized and attended the DD#1 board Meeting and made presentation	3
27	Developed drainage bond referendum and community outreach strategies	2
28	Produced advisory meeting and online follow up and communications	2
29		
30		
	TOTAL HOURS	11

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-DD-007
DATE: July 31, 2012
Revised

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 210147
PO #: 670133

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Drainage District #1

Professional consulting services fee not to exceed $28,200 or 208 hours (7-1-12 thru 7-31-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
PRINCIPAL-IN-CHARGE Brian Godinez Coordinated and implemented July drainage advisory and community outreach meetings with Judge's Office; Drainage District and committee members for possible bond referendum and impact; reviewed past 2006 bond referendum and PAC materials; coordinated public and media relations; prepared committee materials; developed drainage bond referendum community outreach plan; as well as produced online documentation and communications.	$135	12	57%	$ 1,620.00
		Total Payment DUE		$ 1,620.00

INVOICE RECEIVED BY: [signature] ON 10/15/13
GOODS/SERVICES RECEIVED BY: [signature] ON 12/4/13

Deliverable: Hidalgo County Drainage Advisory Committee and 2012 Bond Referendum Website
https://sites.google.com/site/hcdrainage/

JULY 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
Drainage District #1: Professional consulting services

DAY	ACTIVITY	HOURS
1		
2		
3		
4		
5		
6		
7		
8		
9	Assisted the coordination of community outreach bond workshops with Judge's Office	3
10	Informed Drainage District and committee members for possible bond referendum and impact	2
11		
12		
13	Reviewed past 2006 bond referendum and PAC materials	3
14		
15		
16	Developed drainage bond referendum community outreach plan	3
17		
18		
19	Produced advisory meeting and online follow up and communications	1
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
31		
	TOTAL HOURS	12

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-DD-008
DATE: August 31, 2012
REVISED

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 210147
PO #: 670133

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Drainage District #1

Professional consulting services fee not to exceed $28,200 or 208 hours (8-1-12 thru 8-31-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
PRINCIPAL-IN-CHARGE Brian Godinez Coordinated and implemented the special called August drainage advisory committee meeting including committee meeting agenda development; communication notifications and attendance confirmations; public and media relations; coordinated other community committee meetings; preparing and printing committee materials and hand outs; implemented meeting logistics and facilitation; assisted with Judge Garcia town hall meetings and attendance; developed bond community outreach planning for the committee and the PAC; as well as produced committee meeting and online follow up and communications.	$135	24	69%	$ 3,240.00
		Total Payment DUE		$ 3,240.00

INVOICE RECEIVED BY: [signature] ON 12/4/13
GOODS/SERVICES RECEIVED BY: [signature] ON 12/4/13

Deliverable: Hidalgo County Drainage Advisory Committee and 2012 Bond Referendum Website
https://sites.google.com/site/hcdrainage/

AUGUST 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
Drainage District #1: Professional consulting services

DAY	ACTIVITY	HOURS
1	Organized, informed and prepared for the Drainage advisory special called meeting	5
2	Prepared committee materials and hand outs; implemented meeting logistics and facilitation for today's meeting	4
3		
4		
5		
6		
7		
8		
9		
10		
11		
12		
13	Assisted with Judge Garcia town hall meetings and attendance promotion	2
14		
15		
16	Assisted Judge Garcia and Godfrey Garza Community Presentation - Bond Referendum - McALLEN EDC Board	4
17	Developed bond community outreach planning for the committee and the PAC	3
18		
19		
20		
21		
22	Assisted Judge Garcia and Godfrey Garza Community Presentation - Bond Referendum - City of Edinburg	4
23		
24	Produced advisory meeting and online follow up and communications	2
25		
26		
27		
28		
29		
30		
31		
	TOTAL HOURS	24

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-DD-009
DATE: September 30, 2012
REVISED

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 210147
PO #: 670133

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Drainage District #1

Professional consulting services fee not to exceed $28,200 or 208 hours (9-1-12 thru 9-30-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
PRINCIPAL-IN-CHARGE Brian Godinez Coordinated and implemented the September drainage advisory committee meeting in Weslaco including committee meeting agenda development; communication notifications and attendance confirmations; public and media relations; coordinated other committee meetings; preparing and printing committee materials and hand outs; implemented meeting logistics and facilitation; assisted with Judge Garcia town hall meetings and attendance; implemented the bond community outreach for the Drainage PAC; as well as produced and distributed bond information, committee activities and online follow up and communications.	$135	27	82%	$ 3,645.00
		Total Payment DUE		$ 3,645.00

INVOICE RECEIVED BY: [signature] ON 10/14/13
GOODS/SERVICES RECEIVED BY: [signature] ON 12/4/13

Deliverable: Hidalgo County Drainage Advisory Committee and 2012 Bond Referendum Website
https://sites.google.com/site/hcdrainage/

SEPTEMBER 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
Drainage District #1: Professional consulting services

DAY	ACTIVITY	HOURS
1		
2		
3		
4		
5	Assisted with Judge Garcia town hall meetings and attendance promotion	1
6	Assisted Judge Garcia and Godfrey Garza Community Presentation - Bond Referendum - STC CAMPUS	2
7		
8		
9		
10	Organized, informed and prepared for the Drainage advisory committee meeting	
11		
12	Prepared committee materials & hand outs; implemented logistics and facilitation for committee meeting	4
13	Produced advisory meeting and online follow up and communications	2
14	Implemented the bond outreach for the Drainage PAC; as well as produced and distributed bond information	2
15		
16		
17	Developed bond community outreach planning for the committee and the PAC	2
18	Assisted Judge Garcia and Godfrey Garza Community Presentation - Bond Referendum - STC CAMPUS	3
19	Assisted Judge Garcia and Godfrey Garza Community Presentation - Bond Referendum - WESLACO	3
20	Assisted Judge Garcia and Godfrey Garza Community Presentation - Bond Referendum - DONNA	3
21	Assisted with Judge Garcia town hall meetings and attendance promotion	2
22		
23		
24	Assisted Judge Garcia and Godfrey Garza Community Presentation - Bond Referendum - PRECINCT 1	3
25		
26		
27		
28		
29		
30		
	TOTAL HOURS	27

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-DD-010
DATE: October 31, 2012
REVISED

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 210147
PO #: 670133

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Drainage District #1

Professional consulting services fee not to exceed $28,200 or 208 hours (10-1-12 thru 10-31-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Principal-in-Charge Brian Godinez Coordinated and implemented the October drainage advisory committee meeting in Mission including committee meeting agenda development; communication notifications and attendance confirmations, public and media relations; coordinated other committee meetings; preparing and printing committee materials and hand outs; implemented meeting logistics and facilitation; assisted with Judge Garcia town hall meetings and attendance; produced materials, social media and implemented the bond referendum outreach for the Drainage PAC; as well as produced and distributed bond information, Drainage District and committee activities, and online follow up and communications.	$135	31	97%	$ 4,185.00
		Total Payment DUE		$ 4,185.00

INVOICE RECEIVED BY: [signature] ON 10/18/13
GOODS/SERVICES RECEIVED BY: [signature] ON 12/4/13

Deliverable: Hidalgo County Drainage Advisory Committee and 2012 Bond Referendum Website
https://sites.google.com/site/hcdrainage/

OCTOBER 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
Drainage District #1: Professional consulting services

DAY	ACTIVITY	HOURS
1	Assisted Judge Garcia and Godfrey Garza Community Presentation - Bond Referendum - Pharr	2
2	Assisted Judge Garcia and Godfrey Garza Community Presentation - Bond Referendum - San Juan	2
3		
4	Assisted Judge Garcia and Godfrey Garza Community Presentation - Bond Referendum - Mission	2
5		
6		
7		
8	Assisted with Judge Garcia town hall meetings and attendance promotion	1
9	Organized, informed and prepared for the Drainage advisory committee meeting	4
10	Prepared committee materials & hand outs; implemented logistics and facilitation for committee meeting	4
10	Assisted Judge Garcia and Godfrey Garza Community Presentation - Bond Referendum - Mission	2
11	Assisted Judge Garcia and Godfrey Garza Community Presentation - Bond Referendum - Mercedes	2
12	Produced advisory meeting and online follow up and communications	1
13		
14		
15		
16	Assisted with Judge Garcia town hall meetings and attendance promotion	1
17	Assisted Judge Garcia and Godfrey Garza Community Presentation - Bond Referendum - Edinburg	3
18		
19	Assisted with Judge Garcia town hall meetings and attendance promotion	1
20		
21		
22	Assisted Judge Garcia and Godfrey Garza Community Presentation - Bond Referendum - Edinburg	3
23		
24		
25	Implemented bond community outreach for the committee and the PAC	3
26		
27		
28		
29		
30		
31		
	TOTAL HOURS	31

Godinez Communications
EIN# 27-1107092
300 S. 8th Street
McAllen, Texas 78501

INVOICE

INVOICE NO: HC-DD-011
DATE: November 30, 2012
REVISED

To: Marty Salazar
Director of Purchasing
County of Hidalgo
2812 S. Business Highway 281
Edinburg, TX 78539

Contract No.: C-11-117-08-02
Account No.: 2-1100-415-00-115-002-0-311
Requisition No.: 210147
PO #: 670133

P.O. #	TERMS	DUE DATE	PROJECT
	Net 30	30 Days	Drainage District #1

Professional consulting services fee not to exceed $28,080 or 208 hours (11-1-12 thru 11-30-12)

Description	Rate	Total # of Hours	% of Project Completion	Amount
Principal-in-Charge Brian Godinez Coordinated and implemented the last couple of days of bond referendum outreach for the Drainage PAC and the Drainage District leading up to the November 5 election day for the bond referendum; finalized the collection of all of the bond referendum resolutions of support; and followed up with social media and email notifications of the final outcome and election victory of the drainage bond passing.	$135	4	100%	$ 540.00
		Total Payment DUE	Final Payment	$ 540.00

INVOICE RECEIVED BY: Paige Zone ON 12/13/13
GOODS/SERVICES RECEIVED BY: ON 12/11/13

Deliverable: Hidalgo County Drainage Advisory Committee and 2012 Bond Referendum Website
https://sites.google.com/site/hcdrainage/

NOVEMBER 2012 Project Log Sheet

GODINEZ COMMUNICATIONS

300 S. 8TH STREET, McAllen, Texas, 78501

BRIAN GODINEZ: Principal in Charge
Drainage District #1: Professional consulting services

DAY	ACTIVITY	HOURS
1		
2	Implemented the bond outreach; as well as produced and distributed bond information	1
3		
4		
5		
6		
7		
8	Followed up with social media and email notifications of the final outcome and	1
9	election victory of the drainage bond passing	2
10		
11		
12		
13		
14		
15		
16		
17		
18		
19		
20		
21		
22		
23		
24		
25		
26		
27		
28		
29		
30		
	TOTAL HOURS	4

AI-42040 **Purchasing Department 10. J.**

CC CONSENT

Meeting Date: 12/10/2013

Submitted For: Martha L. Salazar Submitted By: Letty Saenz, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Requesting authority to exercise the **Sixty (60) Day** grace period extension as provided in the current contract # E-13-068-02-12 for the:**"Rental and/or Purchase of Industrial Uniforms"** (on an as needed basis) for Hidalgo County, under the same rates, terms and conditions with **MODEL LAUNDRY, LLC, effective, 03/01/14 - expiring, 04/29/14** or (upon completion of the procurement process which ever comes first and/or is most advantageous to Hidalgo County).

BACKGROUND

Sixty (60) Day Extension - Model Laundry - E-13-068-02-12

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #:

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

BUDGETARY IMPACT:

**Note-Various funding sources are utilized for this contract (Countywide Contract) (on an as needed basis)

2014 Budget - Object codes (possible): 343 & 605

Attachments

Sixty (60) Day Ext - Model Laundry LLC

ins

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	12/05/2013 11:03 AM
Budget & Management	Debbie Tamez	12/05/2013 11:31 AM
Manuel Chapa	Manuel Chapa	12/05/2013 02:58 PM
Auditor's Office	Monica Badillo	12/06/2013 05:03 PM

Form Started By: Letty Saenz Started On: 12/02/2013 03:46 PM

Final Approval Date: 12/06/2013

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

E-13-068-02-12

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: 12-1-13
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

January 28, 2013

E-13-068-02-12

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: Extension/Renewal - C-10-382-02-22 - "Rental and/or Purchase of Industrial Uniforms" (on an as needed basis) - Hidalgo County

Dear Mr. Putegnat:

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

By: William Putegnat Date: 2-3-13
William Putegnat, Owner

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

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

Respectively,

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

xc: file

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 02/04/2013

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
Bob Sales Insurance Agcy
P. O. Box 3355
1313 Alton Gloor, Ste E
Brownsville TX 78523

CONTACT NAME: Sylvia Alaniz
PHONE (A/C, No, Ext): (956) 542-5331 FAX (A/C, No): (956) 546-9105
E-MAIL ADDRESS: salaniz@bobsalesinsurance.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Hartford	
INSURER B : State Auto Ins. Co.	
INSURER C : Technology Insurance Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Model Laundry LLC
P.O. Box 178
Los Indios TX 78567-0178

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC	X		65SBATC4024	01/29/2013	01/29/2014	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 10,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
B	**AUTOMOBILE LIABILITY** ANY AUTO ALL OWNED AUTOS X SCHEDULED AUTOS X HIRED AUTOS X NON-OWNED AUTOS	X		BAP2299409	07/20/2012	07/20/2013	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
C	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** Y / N: Y If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		TWC3346527	01/29/2013	01/29/2014	WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County named as additional insured on Auto Policy
The GL policy includes a blanket automatic additional insured endorsement [provision] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER
Hidalgo County
Attn: Yolanda Cisneros
1615 South Closner, Ste J
Edinburg TX 78539-

Fax: (956)393-6027

CANCELLATION AI SSPNIJ

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 - FEBRUARY 12, 2013

MBERED, that on this 12th day of February A.D., 2013, there was begun and IAL 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 A. C. CUELLAR, JR.	**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
February 12, 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.

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve all items on the Consent Agenda, with the exception of items 4.C., 3.P., 11.B., 11.D.
Vote: 5 - 0 - Unanimously

NO ACTION taken on item 4.C.

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 4 JOSEPH PALACIOS, the Court made a UNANIMOUS vote to approve item 3.P. with correction of fiscal year being 2012 for the Stone Garden Grant.
Vote: 5 - 0 - Unanimously

NO ACTION taken on item 11.B.

On motion byCOMMISSIONER, PCT. 3 JOE M. FLORES, seconded byCOMMISSIONER, PCT. 1 A.C. CUELLAR, JR., the Court made a UNANIMOUS vote to approve item 11.E, subject to correction being submitted.
Vote: 5 - 0 - Unanimously

10. **Budget & Management:**

A. Workers Compensation Fund (2202):
Requesting approval of reimbursement of Hidalgo County Workers' Comp. Claims paying account for claims paid by Tristar Risk Management for the period of January 16-31, 2013 in the amount of $ 70,622.23 and requesting approval of wire transfer.

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.

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. Acceptance and approval of the following invoice for "On Call Services for MPO and HCRMA Representation" contract #C-11-054-04-12:

Vendor	Invoice Date/Number	Amount
L&G Consulting Engineers	01-31-13 / 11324378	$6,982.68

B. Requesting approval of payment for Invoice # 452504/05/XV ($ 861.43) submitted by Dannenbaum Engineering Company in connection to "Architectural Services"under AIA# C-11-097A-02-28 (PO#675757) for: "Building Repairs and/or Additions and Renovations"-Pct 4 for PROJECT: "Restitution Center on "M" Rd located on 1124 N. M Rd. in Edinburg, Texas within Hidalgo County Precinct No. 4"

C. Approval to add/delete fuel card(s) and/or driver(s) for:

1. Constable Pct No. 2 - Change License plate numbers
2. Head Start - new cards
3. Constable Pct No. 4 - new cards
4. Juvenile Justice Center/Detention - card only
5. Hidalgo County Safety Division- New card/Fuel card Driver

D. Requesting approval for payment to project engineer, R. Gutierrez Engineering Corporation, Contract #C-09-485-01-12, Invoice #3264 for Tower Road Drainage Project in the amount of $3,200.60.

K. Authority to exercise the additional one (1) year options to extend/renew provided in the current contracts for in connection to various Contracts (detailed below) for Hidalgo County / Hidalgo County Sheriff's Office, under the same rates, terms and conditions;

1. Contract #C-11-024-02-22-MEMORIAL FUNERAL HOME-HC-effective-03/01/13

2. Contract #C-10-382-02-22-MODEL LAUNDRY, LLC-effective-effective-03/01/13

3. Contract #E-12-075-02-21-SOUTH TEXAS COMMUNICAITONS, INC.-effective-03/01/13

4. Contract #E-12-076-02-21-O. E. INVESTMENTS, LTD.-effective-effective-03/01/13

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

SERVICE CONTRACT
C-10-382-02-22

THIS CONTRACT is made and entered into this **22ND** day of **February, 2011** by and between the **County of Hidalgo, Texas** ("County"), and **Model Laundry, LLC** ("Company").

WHEREAS, Company responded to advertised notices for bids for: **"Rental and/or Purchase of Industrial Uniforms" (on an as needed basis)** (the "Services"); and

WHEREAS, Company submitted a bid to provide services in accordance with Exhibit "A" Request for Bids (RFB) Procurement Packet attached hereto respectively, and incorporated herein for all purposes of (the "RFB"); 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 Bids (RFB) Procurement Packet, 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 **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 Bids (RFB) Procurement Packet within Hidalgo County following a request for Services by Hidalgo County 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 **two (2) years**, commencing on **March 01, 2011** and expiring on **February 28, 2013** 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 bid 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 Attn: County Judge 1615 South Closner, Suite J Edinburg, Texas 78539
If to Company:	Model Laundry, LLC Attn: William Putegnat, Owner P.O. Box 178 Los Indios, Texas 78567

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.

WITNESS our hands in duplicate originals this 22nd day of February, 2011.

APPROVED AS TO FORM
Atlas & Hall, L.L.P.

By: _____
Stephen L. Crain, Attorney

COUNTY OF HIDALGO

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

By: _____
Ramon Garcia, County Judge

Approved by Commissioners' Court
on 2-22-11 RG

COMPANY:
MODEL LAUNDRY, LLC

By: _____
Printed Name: William Putegnat
Title: Owner

EXHIBIT "A"

REQUEST FOR BIDS (RFB) PROCUREMENT PACKET

PURCHASING DEPARTMENT
County Of Hidalgo

REQUEST FOR BID (RFB)
CHECKLIST
HIDALGO COUNTY
"RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS"
Bid No: 2010-382-12-15-SMA

1. **Request for Bid Letter, consists of __1__ page.**
2. **Request for Bid, Legal Notice, consisting of__8__ pages.**
3. **Exhibit "A" Specifications, consisting of __10__ pages.**
4. **Exhibit "B" Bid Page, consisting of__2__ pages.**
5. **Exhibit "C" Insurance Requirements, consisting of __4__ pages.**
6. **Exhibit "D" CIQ Conflict of Interest Questionnaire, consists of __1__page.**
7. **Vendor/Bidder Application and W-9 form, consisting of__6__ pages.**
8. **Certification Regarding Debarment consists of __1__ page.**
9. **Draft Service Contract, consisting of __10__ pages.**

The above mentioned items shall be found in the Request for Bid (RFB) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile, U.S. Mail or e-mail.

Thank you.

Martha L. Salazar, CPPB
Purchasing Agent

November 29, 2010
Date

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

PURCHASING DEPARTMENT
County Of Hidalgo

November 29, 2010
(Company's name, address)

Re: **HIDALGO COUNTY**
Request for Bids -**"RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS"**
Bid No: 2010-382-12-15-SMA

Dear Gentleman/Ladies:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the procurement 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

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

LEGAL NOTICE

HIDALGO COUNTY

Hidalgo County
REQUEST FOR BIDS
"Rental and/or Purchase of Industrial Uniforms"

BID No. 2010-382-12-15-SMA

Bid No: 2010-382-12-15-SMA	Buyer: Sandra Montalvo	Tel. No: (956) 318-2626-ext 4865

REQUEST FOR BIDS

HIDALGO COUNTY

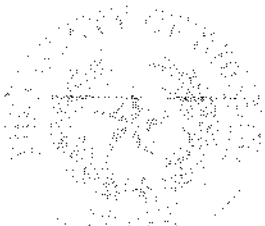
"Rental and/or Purchase of Industrial Uniforms"

BID OPENING DATE:
December 15, 2010 @ 9:30 A.M.

Contact Person:

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical location: 2802 S. Business Highway 281 - Administration Building
Postal/Mailing: 2812 S. Business Highway 281
Edinburg, Texas 78539

956 318-2626



Form HCPD-03

1. Sealed bids will be received for **"HIDALGO COUNTY –RENTAL and /or PURCHASE OF INDUSTRIAL UNIFORMS"** 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 NO. 2010-382-12-15-SMA- HIDALGO COUNTY- "RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS""** 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, December 15, 2010.**

   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-2010-382-12-15-SMA-HIDALGO COUNTY-RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS".

   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 Number (if any)
  d) Notation - **"HIDALGO COUNTY-RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS"** 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
Attn: Elizabeth Cano
956-318-2511

17. **SCHEDULE OF EVENTS**

Bid Opening, 9:30 AM	**December 15, 2010**
Award of Contract	_____, 2010
Commence Work or Deliver Products	_____, 2010

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 (Exhibit D) 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 arises 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
"RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS"

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"

SPECIFICATIONS/REQUIREMENTS

Hidalgo County

"RENTAL and/or PURCHASE OF INDUSTRIAL UNIFORMS"

Bid No. 2010-382-12-15-SMA

Scope of Project:

Hidalgo County is hereby requesting bids to select a full service uniform program, purchasing, or value leasing for **"UNIFORMS" on an as needed basis.** The contract will cover all services, travel, labor, and materials necessary to provide Hidalgo County with the specified **"UNIFORMS"** service.

Specifications:

1) The awarded company will be required to meet with each department utilizing uniform rental service or purchase to determine actual and any special needs.

2) For a full service uniform program, eleven (11) sets of "New" uniforms are required to be provided to each individual employee within their department. For a value leasing program, six (6) sets of "New" uniforms are required to be provided to each individual employee within their department. New Uniforms must be in comparable quality, fabric content, style and color to existing uniforms. All available colors shall be provided to Hidalgo County to meet the department's needs.

3) Awarded bidder must provide coveralls at no additional cost to Hidalgo County. (Refer to Questionnaire, #5)

4) The successful bidder will be required to measure each individual employee within a fifteen (15) working day period after notification by Hidalgo County of contract award and must deliver the uniforms within twenty (20) days after measurement of all employees. **New uniforms are to be issued every year to each individual employee regardless the condition of the uniform.**

5) New hires within the contract year are to be measured within five (5) working day(s) and are to be provide new uniforms within ten (10) working day(s)after notification by Hidalgo County, unless the new hire occurs thirty (30) days prior to the yearly anniversary date of the contract. In that event, the new hire would receive the new uniforms no later than the anniversary date of contract.

6) Due to the differences in the number of the employees utilizing this service, the awarded firm will be required to supply a reasonable range of sizes to accommodate the needs of the employees.

7) Bidder(s) must provide professional cleaning & make regular deliveries (same day each and every week) for the full service uniform program. Bidder must also be able to pick up the soiled uniforms and deliver newly cleaned uniforms, however if cleaned uniforms appear to be overly soiled (visible oil & grease spots) uniforms shall be replaced with clean uniforms & delivered immediately at no additional cost to Hidalgo County. All uniforms will be washed and cleaned thoroughly to remove production chemicals in order to prevent potential causes of irritation or skin rash from affecting employees.

8) Bidder must submit forms for requests for comments, problems and repair needs will be sent to the employees at least on a six (6) month basis.

9) Bidder must provide County employees with the "Continuous Replacement System", for damaged, worn out, permanently soiled, or size change uniforms. No depreciation schedule will be used in replacing used uniforms. No additional charge will be placed on replacing uniforms or emblems.

10) Any of the garments which will need repairs (examples: missing buttons, tears in clothing, and damaged patches) must be repaired prior to acceptance of delivery of uniforms. **The bidder shall be available during the contract period to perform exchange services of worn out uniforms.**

11) Any uniform which cannot be repaired to a good condition when damaged must be replaced with items in comparable condition with those previously supplied at no cost to Hidalgo County. Uniforms delivered with rips, holes, missing buttons, etc., will be sent back and no rental charge shall be paid for that item until it is returned in an acceptable condition.

12) If an employee has gained or lost weight and their uniforms no longer fit, the Service Representative shall measure the employee and return the next week to replace the garment to the proper size at no additional cost.

13) Bidder(s) shall maintain inventory control for each employee so that the Hidalgo County knows at all times how many uniforms have been assigned. Any delivery shortages must be corrected within forty-eight (48) hours to ensure that employee has adequate work clothes. **Price(s) must be based on weekly rate; per employee.**

MONITORING OF CONTRACT:

1) The awarded vendor will be required to establish a check-in/check-out inventory system at all locations where uniforms will be utilized. Vendors shall submit forms to be used for this purpose with their bid. These forms will be used by each location, and are subject to County approval. The forms must show, at a minimum, the quantity of each item turned in by each employee, and the number of items delivered by the awarded vendor each week. This form should also reflect an addition, deletions, transfers effective the next week. A copy of the check-in/check-out form shall be retained by both the driver and the County Department Head, upon delivery at each location.

2) Hidalgo County reserves the right to add or delete additional employees, or locations at any time during this contract. These additions or deletions shall be at no extra charge, except for the weekly uniform costs involved.

DELIVERIES:

Deliveries shall be made once per week to each location requiring the full service uniform program. Delivery and pickup locations are subject to change, but not limited to the following:

1.	HIDALGO COUNTY FACILITIES MANAGEMENT OFFICE 3100 S. BUS 281 P.O BOX 1356 EDINBURG, TX 78539 Contact: Daniel Flores /Alma Ybarra 956)287-7850
2.	HIDALGO COUNTY PRECINCT NO. 1 1902 Joe Stephens Ave. Weslaco, Tx 78596 Contact: Domingo Morin 956-968-8733
3.	HIDALGO COUNTY PRECINCT NO. 2 301 E. State Street Pharr, Texas 78577 956-787-1891 Attn: Yolanda Cisneros/ Ricardo Cuellar

4.	HIDALGO COUNTY PRECINCT NO. 3 (Administration Office) 724 N. Breyfogle Rd. Mission, TX 78574 Contact: Norma Ceballos 956-585-4509	Pct 3: Motorpool Contact: Louie 8310 W. Mile 7 Rd. Mission, Texas 78574
		Penitas Landfill - 0.5 Mile W. of FM1427 on Military Rd. Penitas, Texas
		Anzaldua's Park - US 83 & Conway South (approx) 3 Miles exit on FM494
5.	HIDALGO COUNTY SHERIFF'S OFFICE 711 El Cibolo Road Edinburg, Texas 78539 (956)383-8114 Contact: Anecleto "Sonny" Martinez/Juan Tapia/Richard Ozuna	
6.	HIDALGO COUNTY HEALTH AND HUMAN SERVICES 1304 S. 25th Street Edinburg, Tx 78539 (956) 383-6221 Contact: Josie Escalante	
7.	HIDALGO COUNTY ELECTION DEPARTMENT 101 S. 10th Avenue Edinburg, Tx 78539 (956) 318-2570 Contact: Veronica Nixon	

(Other Hidalgo County departments may require this service in the future) if so, additional information will be forwarded to awarded bidder. Garments are to be delivered on hangers.

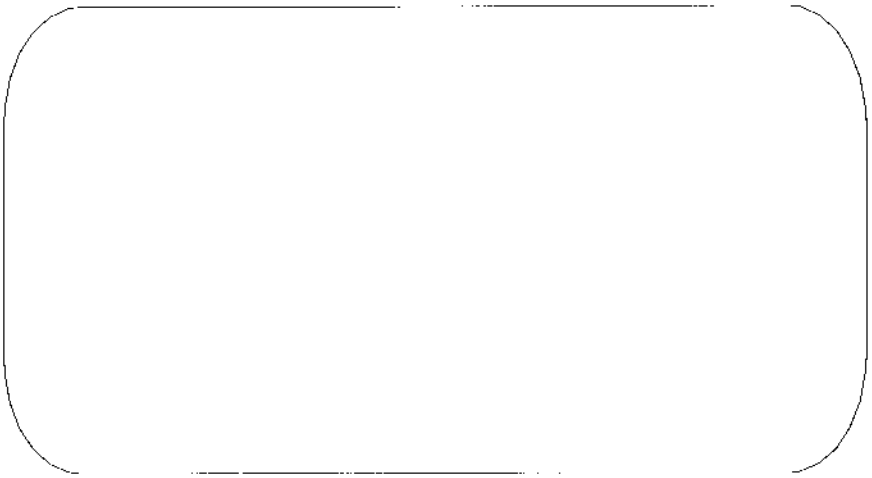
UNIFORM COSTS:

Costs shall be based on provision and laundering of eleven **uniform** sets (five day work week), and six uniform sets (value lease program). These costs shall be inclusive of all charges, including start-up, replacement of garments, etc.

On the bid form, vendors shall also include the cost for replacement of uniforms lost by employees. Vendor shall base these charges upon individual occurrences, rather than include in the cost of overall pricing.

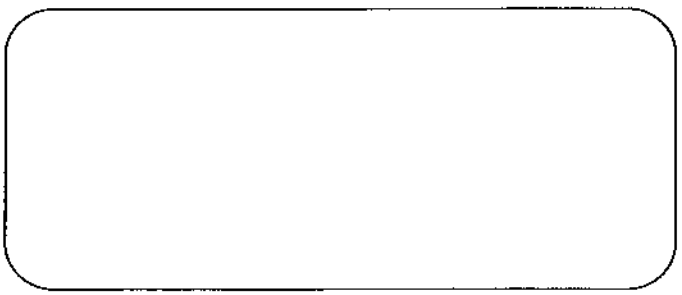
EMBLEMS:

Each uniform shall be provided with embroidered emblems, with County logo and employee name. The placement of the emblems on the front of the uniforms shall be:



Size of Patches:

ROUNDED CORNERS / BLOCKED LETTERS
HIDALGO COUNTY LOGO (LEFT CHEST SIDE)
4 ½" W X 2 ½" H, APPROXIMATELY



EMPLOYEE NAME TAG (RIGHT CHEST SIDE)
3 ½" W x 1 ½"H, APPROXIMATELY

1) **LOGO TO BE PROVIDED ON POLO SHIRTS (EMBROIDERED) APPROPRIATE SIZE & COLOR OF LOGO TO BE DETERMINED BY USER DEPARTMENT(S).**

2) The cost for these emblems shall be the vendor's responsibility. Hidalgo County desires to have its emblems sewn to the uniforms. **On the bid price page indicate how your firm applies emblems to uniforms.**

3) Vendors should be aware that various departments may choose different logo emblems. Vendor shall indicate on the price page, the cost, if any, for the vendor to provide and install these logo emblems. Hidalgo County will work with the awarded bidder to attain an approved design. Actual samples of the finished patches must be provided for approval.

OUTFITTING OF UNIFORMS:

1) Initial outfitting of uniforms shall be new. As additional personnel are hired, they shall be furnished with new uniforms.

2) Additional uniforms for "New Hire" employees shall be provided with eleven (11) or six (6) sets of "New" uniforms, depending on the program. Uniforms for new employees must be delivered within (10) working days after notification.

VENDOR REQUIREMENTS:

1) The vendor should maintain a permanent office within the Rio Grande Valley, operated by a full time staff.

2) If the awarded vendor is located out of the local calling area, it is required that the vendor have a toll free number.

3) Vendors shall issue separate invoices for each County Department that accesses this contract, based on individual purchase orders. The invoices shall show, at a minimum, the purchase order number, employee names and the number of uniforms cleaned and returned for each employee.

4) Vendors shall be required to rectify any problem that he is made aware of, within ten days of said notice.

REQUIRED SUBMITTALS:

The following items must be submitted, and must be acceptable, in order for your bid to be considered.

a) Vendor(s) are required to submit a brief history of their company. Vendor shall also submit the names, addresses, phone numbers, and contact person of at least three businesses that utilize their firm's services as a reference.

b) Vendor shall submit, under separate cover, samples, identical in style and fabric to items to be provided under this bid. Samples must be submitted at no charge to Hidalgo County. Each sample shall be clearly labeled with the vendor's name, bid number, manufacturer and style number. Samples must be picked up by vendors, upon notification by Purchasing, after the evaluation has been completed.

c) Vendor(s) shall submit a color chart, showing uniform colors available. Each Department shall decide what colors, and styles (executive, industrial, short or long sleeve, etc) that they require, based on the samples submitted.

d) Vendor(s) shall submit the size ranges (male and female) that are available for all items.

e) Vendor(s) shall submit a sample check-in/check-out form.

f) Vendor(s) shall submit a procedure for employee to begin, discontinue, or transfer uniform services from one location to another.

g) Vendor(s) shall indicate their company criteria for determining when a uniform needs to be replaced. (See Attachment A)

UNIFORM RETURN:

At the termination of this contract all rental uniforms will be returned to the vendor within 20 days. Any shortages will be reimbursed by the County at the prices, as listed on the bid price form.

- ***Uniform lost or unreturned:***
  Policy for lost or unreturned uniforms must be stated on Attachment A.

- ***Uniform credits:***
  Credit for uniform service while employees are on sick leave, vacations, and other leaves of absence and/or terminated /resigned employees must be stated on Attachment A.

- ***Complaints:***
  It is the responsibility of the successful bidder to respond to complaints within forty-eight (48) hours with a reasonable and acceptable solution.

BASIS OF AWARD:

The basis of award will be overall low bidder meeting all specifications and requirements for each option. Option 1 (Full Service Uniform Program), Option 2 (Value Lease), Option 3 (Purchase of Garments). It shall be at Hidalgo County's sole discretion to elect the most advantageous option. Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

TERM AND CONDITIONS:

1) Price(s) shall be fixed for a period of two (2) years with the County's option to renew one (1) additional year. **If awarded, bidder incurs any additional expenses during the term of the contract, those additional expenses shall not be charged to Hidalgo County throughout the duration of the contract.**

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

3) The contract shall remain in effect until contract expires, delivery/completion of services ordered or terminated by Hidalgo County within a thirty (30) day written notice prior to cancellation. The successful bidder must state therein the reasons for such cancellation. Hidalgo County reserves the right to award canceled contract to next lowest bidder as it deems to be in the best interest of the County.

4) Hidalgo County may seek purchases from state awarded vendors or any other cooperative purchasing programs, whenever it is in the best interest to do so.

5) 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.

6) Hidalgo County reserves the right to reject any or all bids, to waive any or all formalities, or to accept the bid considered the best and most advantageous to the County, including compliance to the bid specifications.

7) Hidalgo County reserves the right to award to one or more bidders whichever is in the best interest of the County.

8) Insurance Requirements- certificates as per "Exhibit C" must be submitted to the Purchasing Department prior to any services being performed by the awarded bidder.

9) Vendor must complete and file CIQ form (refer to EXHIBIT "D") to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse. Vendor must return a filed copy including a copy of receipt with your bid response.

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquiries, and clarifications regarding quotes, bids, proposals, or statements of qualifications be addressed to, **Martha L. Salazar, CPPB, Purchasing Agent, Attn: Sandra Montalvo, 2812 So. Business 281 (New Administration Bldg), Edinburg, Texas 78539. Telephone inquiries will not be accepted.**

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, WEDNESDAY, December 08, 2010 BY 5:00 P.M. Responses to all applicants via facsimile by no later than, **FRIDAY, Friday, December 10, 2010 BY 5:00 PM.**

ATTACHMENT A

1) UNIFORM REPLACEMENT POLICY:

2) UNIFORM CREDIT POLICY:

3) UNIFORM LOSS OR UNRETURNED POLICY:

QUESTIONNAIRE

1. Is there a fee for returned uniforms upon termination or resignation of an employee? If so, what is your fee and how long must an employee lease a uniform without paying termination charges?

2. Will your company be capable of depicting actual charges?

3. Will your company furnish coveralls, free of charge, with the rental or purchase of uniforms? If so, how many?

4. If contract is awarded to your company, the prices will be in effect for the length of the contract.

5. Please list any warranties and any other policies not described in Attachment A.

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides.

1) Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ email address:_____

Contract Period:_____ Scope of Work:_____

2) Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ email address:_____

Contract Period:_____ Scope of Work:_____

3) Government/Company Name:_____

Address:_____

Contact Person and Title:_____

Phone:_____ email address:_____

Contract Period:_____ Scope of Work:_____

EXHIBIT "B"

BID PAGE

'Hidalgo County

"RENTAL and/or PURCHASE of INDUSTRIAL UNIFORMS"

Bid No. 2010-382-12-15-SMA

	Item Description	OPTION 1 *Full Service* Weekly rate rental per employee	OPTION 2 *Value Lease* Weekly rate per employee	OPTION 3 Purchase of Garment	Price For Lost Garment
1.	**SHIRTS- LONG SLEEVE INDUSTRIAL (MEN & WOMEN)** 65% Polyester 35% Cotton				
2.	**SHIRTS- LONG SLEEVE INDUSTRIAL (MEN & WOMEN)** Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton				
3.	**SHIRTS-SHORT SLEEVE INDUSTRIAL (MEN & WOMEN)** 65% Polyester 35% Cotton				
4.	**SHIRTS- SHORT SLEEVE INDUSTRIAL (MEN & WOMEN)** Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton				
5.	**SHIRTS- EXECUTIVE WESTERN STYLE (MEN)** 65% Polyester 35% Cotton				
6.	**POLO SHIRTS (MEN & WOMEN)** 50% Polyester 50% Cotton				
7.	**SHORT SLEEVE SMOCK (WOMEN)** 65 % Polyester 35% Cotton.				
8.	**TROUSERS-INDUSTRIAL (MEN)** 65% Polyester 35% Cotton				
9.	**TROUSERS-INDUSTRIAL (WOMEN)** 65% Polyester 35% Cotton				
10.	**EXECUTIVE PANTS** (Men) *must be available for Supervisory positions as requested by dept. 65% Polyester 35% Cotton				
11.	**RIPSTOP PANTS-(MEN)** 100% ripstop cotton pants military-grade heavyweight 10-oz				
12.	**DENIM BLUE JEANS-**100% Cotton- **(MEN)** (Boot Cut, Flare & Straight Leg)14 3/4 Oz. Denim				
13.	**SHORTS-** Pleated Uniform (Men) 65% Polyester/35% Cotton				
14.	**SHORTS-** Pleated Uniform (Women) 65% Polyester/35% Cotton				
15.	**COVERALLS-** 65% Polyester 35% Cotton				
16.	**PATCHES AND/OR LOGOs**-- one time charge for Shirt				
17.	**ADDITIONAL FEES** (if any):				

ACKNOWLEDGMENT FORM

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'S NAME: _____

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

PHONE NUMBER/: _____

CELLULAR NUMBER: _____

FAX NUMBER: _____

AUTHORIZED SIGNATURE: _____

EMAIL ADDRESS: _____

PRINTED NAME: _____

TITLE: _____

DATE: _____

EXHIBIT "C"
Insurance Requirements

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

INSURERS AFFORDING COVERAGE

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	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT. PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (Any one person)	$
					PERS & ADV INJURY	$
					AL AGGREGATE	$
					ODUCTS - COMP/OP AGG	$
B	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	**EXCESS LIABILITY** ☐ OCCUR ☐ CLAIMS MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURENCE	$
					AGGREGATE	$
						$
						$
						$
D	**WORKERS COMPENSATION AND EMPLOYER'S 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 **Attn: Purchasing Department** **2812 S Highway Bus. 281** **Edinburg, Texas 78539**	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BY CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE

SAMPLE

Insurance Requirement Acknowledgment

I, _____, authorized representative for _____,
Company/Vendor

hereby acknowledge receipt of the County's required insurance limits. Said requirements:

will be acquired within 10 working days after notification from Purchasing Department of bid awarded by the Hidalgo County 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.

PROJECT REQUIREMENTS ACKNOWLEDGMENT

This is to certify that I, _____, possess all of the APPLICABLE:

1. Licenses: _____.
2. Bonds: _____.
3. Certificates: _____.
4. Permits: _____.
5. Other: _____.

Necessary to carry out the required project. Furthermore, I am providing copies of the required documentation so that, if my company is awarded this bid, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the bid packet in order to expedite the bid evaluation process. Failure to provide said documentation will result in the disqualification of your bid.

_____ _____.
Authorized Signature Date

_____.
Company

_____.
Address

_____.
City, State, Zip

EXHIBIT "D"

CONFLICT OF INTEREST QUESTIONNAIRE — FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D Describe each employment or business relationship with the local government officer named in this section

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 05/29/2007

(Copy of receipt and this form must be submitted with bid)

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to:
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.:**

(THIS PAGE MUST BE SUBMITTED WITH BID)
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:

(THIS PAGE MUST BE SUBMITTED WITH BID)

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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 indicated for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and

d. Have not within a three-year period preceding this bid proposal and/or application had one or more public transactions terminated for cause or default.

Signature:_____
Print Name:_____
Title:_____
Telephone Number:_____
Date:_____

If the bidder is unable to verify to all of the statements in this Certification, such bidder should attach an explanation to this proposal.

(THIS PAGE MUST BE SUBMITTED WITH BID)

EXHIBIT "B"

VENDOR'S BID with TABULATION SHEET

TABULATION SHEET

'Hidalgo County
"RENTAL and/or PURCHASE of INDUSTRIAL UNIFORMS"
Bid No. 2010-382-12-15-SMA

PARTICIPATING VENDORS		MODEL LAUNDRY, LLC Los Indios, Tx			
	Item Description	OPTION 1 *Full Service* Weekly rate rental per employee	OPTION 2 *Value Lease* Weekly rate per employee	OPTION 3 Purchase of Garment	Price For Lost Garment
1.	**SHIRTS- LONG SLEEVE INDUSTRIAL (MEN & WOMEN)** 65% Polyester 35% Cotton	**$3.90**	**$2.50**	**$12.00**	**$16.00**
2.	**SHIRTS- LONG SLEEVE INDUSTRIAL (MEN & WOMEN)** Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	**$9.00**	**$5.66**	**$30.60**	**$35.00**
3.	**SHIRTS-SHORT SLEEVE INDUSTRIAL (MEN & WOMEN)** 65% Polyester 35% Cotton	**$3.75**	**$2.25**	**$10.50**	**$16.00**
4.	**SHIRTS- SHORT SLEEVE INDUSTRIAL (MEN & WOMEN)** Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	**$9.00**	**$5.44**	**$27.25**	**$35.00**
5.	**SHIRTS- EXECUTIVE WESTERN STYLE (MEN)** 65% Polyester 35% Cotton	**$4.88**	**$3.50**	**$17.25**	**$20.00**
6.	**POLO SHIRTS (MEN & WOMEN)** 50% Polyester 50% Cotton	**$4.88**	**$3.50**	**$17.00**	**$20.00**
7.	**SHORT SLEEVE SMOCK (WOMEN)** 65 % Polyester 35% Cotton	**$4.88**	**$3.50**	**$15.00**	**$20.00**
8.	**TROUSERS-INDUSTRIAL (MEN)** 65% Polyester 35% Cotton	**$3.99**	**$2.50**	**$13.43**	**$18.00**
9.	**TROUSERS-INDUSTRIAL (WOMEN)** 65% Polyester 35% Cotton	**$5.00**	**$2.90**	**$15.75**	**$18.00**
10.	**EXECUTIVE PANTS** (Men) *must be available for Supervisory positions as requested by dept. 65% Polyester 35% Cotton	**$5.50**	**$3.50**	**$22.00**	**$25.00**
11.	**RIPSTOP PANTS-(MEN)**100% ripstop cotton pants military-grade heavyweight 10-oz	NO BID			
12.	**DENIM BLUE JEANS**-100% Cotton- **(MEN)** (Boot Cut, Flare & Straight Leg)14 3/4 Oz. Denim	**$4.90**	**$2.95**	**$16.43**	**$18.00**
13.	**SHORTS-** Pleated Uniform (Men) 65% Polyester/35% Cotton	**$5.20**	**$3.08**	**$15.45**	**$18.00**
14.	**SHORTS-** Pleated Uniform (Women) 65% Polyester/35% Cotton	**$5.20**	**$3.08**	**$15.45**	**$18.00**
15.	**COVERALLS-** 65% Polyester 35% Cotton	**$7.92**	**$3.35**	**$25.00**	**$30.00**
16.	**PATCHES AND/OR LOGOs**-- one time charge for Shirt	**$3.00**	**$3.00**	**$3.00**	**N/A**
17.	**ADDITIONAL FEES** (if any):	**per shirt**			
	ALL EMBLEMS ARE SEWN TO THE SHIRTS				

EXHIBIT "B"

BID PAGE

'Hidalgo County

"RENTAL and/or PURCHASE of INDUSTRIAL UNIFORMS"

Bid No. 2010-382-12-15-SMA

	Item Description	OPTION 1 *Full Service* Weekly rate rental per employee	OPTION 2 *Value Lease* Weekly rate per employee	OPTION 3 Purchase of Garment	Price F Lost Garme
1.	**SHIRTS- LONG SLEEVE INDUSTRIAL (MEN & WOMEN)** 65% Polyester 35% Cotton	3.90	2.50	12.00	16.0
2.	**SHIRTS- LONG SLEEVE INDUSTRIAL (MEN & WOMEN)** Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	9.00	5.66	30.60	35.0
3.	**SHIRTS-SHORT SLEEVE INDUSTRIAL (MEN & WOMEN)** 65% Polyester 35% Cotton	3.75	2.25	10.50	16.0
4.	**SHIRTS- SHORT SLEEVE INDUSTRIAL (MEN & WOMEN)** Reflective & Fluorescent Green Stripes on the sleeves, Front pockets & back of the Shirt 65% Polyester 35% Cotton	9.00	5.44	27.25	35.0
5.	**SHIRTS- EXECUTIVE WESTERN STYLE (MEN)** 65% Polyester 35% Cotton	4.88	3.50	17.25	20.0
6.	**POLO SHIRTS (MEN & WOMEN)** 50% Polyester 50% Cotton	4.88	3.50	17.00	20.0
7.	**SHORT SLEEVE SMOCK (WOMEN)** 65 % Polyester 35% Cotton	4.88	3.50	15.00	20.0
8.	**TROUSERS-INDUSTRIAL (MEN)** 65% Polyester 35% Cotton	3.99	2.50	13.43	18.0
9.	**TROUSERS-INDUSTRIAL (WOMEN)** 65% Polyester 35% Cotton	5.00	2.90	15.75	18.0
10.	**EXECUTIVE PANTS** (Men) *must be available for Supervisory positions as requested by dept. 65% Polyester 35% Cotton	5.50	3.50	22.00	25.0
11.	**RIPSTOP PANTS-(MEN)** 100% ripstop cotton pants military-grade heavyweight 10-oz	No Bid	No Bid	No Bid	No B
12.	**DENIM BLUE JEANS-** 100% Cotton- **(MEN)** (Boot Cut, Flare & Straight Leg)14 3/4 Oz. Denim	4.90	2.95	16.43	18.0
13.	**SHORTS-** Pleated Uniform (Men) 65% Polyester/35% Cotton	5.20	3.08	15.45	18.0
14.	**SHORTS-** Pleated Uniform (Women) 65% Polyester/35% Cotton	5.20	3.08	15.45	18.0
15.	**COVERALLS-** 65% Polyester 35% Cotton	7.92	3.35	25.00	30.0
16.	**PATCHES AND/OR LOGOs**-- one time charge for Shirt	3.00	3.00	3.00	N/A
17.	**ADDITIONAL FEES** (if any): All Emblems are sewn to the Shirts.	per shirt			

9:43
12-15-10

ACKNOWLEDGMENT FORM

I/We the undersigned hereby certify that I/We am/are a duly authorized official of the company and have the authorit sign on behalf of the company and assure that all statements made in the bid are true. I/We agree to furnish and del the specified items/services at the prices stated herein, and have read, understand, and agree to the terms and conditi contained herein and on all of the attachments.

BIDDER /COMPANY'S NAME: Model Laundry, LLC

ADDRESS: P.O. Box 178

CITY/STATE/ZIP CODE: Los Fresnos, TX. 78567

PHONE NUMBER/: 956. 399-4340

CELLULAR NUMBER: 956. 455-0477

FAX NUMBER: 956. 399. 4344

AUTHORIZED SIGNATURE: Serena Integnat

EMAIL ADDRESS: WPuttegnat@msn.com

PRINTED NAME: Serena Integnat

TITLE: Owner/Manager

DATE: 12/13/10

ATTACHMENT A

1) UNIFORM REPLACEMENT POLICY:

Uniforms will be replaced based on normal wear and tear and life of the garment. or every year.

2) UNIFORM CREDIT POLICY:

NO credits will be given, unless we have made a billing error.

3) UNIFORM LOSS OR UNRETURNED POLICY:

If employee does not return uniforms, He/she will be charged per piece missing.

QUESTIONNAIRE

1. Is there a fee for returned uniforms upon termination or resignation of an employee? If so, what is your fee a how long must an employee lease a uniform without paying termination charges?

NO.

2. Will your company be capable of depicting actual charges?

Yes

3. Will your company furnish coveralls, free of charge, with the rental or purchase of uniforms? If so, how mar

NO.

4. If contract is awarded to your company, the prices will be in effect for the length of the contract.

Yes.

5. Please list any warranties and any other policies not described in Attachment A.

EXHIBIT "C"

INSURANCE REQUIREMENTS

Commercial Certificate of Insurance

FARMERS

Agency Name & Address
- Susan Rosales
- 3461 Carmen Ave Ste 1
- Rancho Viejo, TX 78575-5220
- 956-350-0012

Issue Date (MM/DD/YY) 02/16/2011

St. 19 Dist. 40 Agent 32K

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.

Insured Name & Address
- MODEL LAUNDRY LLC
- 35448 FM 2520
- SAN BENITO, TX 78586

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:

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	
B		General Liability	604794581	01/29/2011	01/29/2012	General Aggregate	$ 2,000,000
	X	Commercial General Liability				Products-Comp/OPS Aggregate	$ 1,000,000
	X	- Occurrence Version				Personal & Advertising Injury	$ 1,000,000
		Contractual - Incidental Only				Each Occurrence	$ 1,000,000
		Owners & Contractors Prot.				Fire Damage (Any one fire)	$ 75,000
						Medical Expense (Any one person)	$ 5,000
		Automobile Liability				Combined Single Limit	$
		All Owned Commercial Autos				Bodily Injury (Per person)	$
		Scheduled Autos				Bodily Injury (Per accident)	$
		Hired Autos				Property Damage	$
		Non-Owned Autos				Garage Aggregate	$
		Garage Liability					
		Umbrella Liability				Limit	$
		Workers' Compensation and Employers' Liability				Statutory	
						Each Accident	$
						Disease - Each Employee	$
						Disease - Policy Limit	$

Description of Operations/Vehicles/Restrictions/Special Items:

Location of Business: 35448 FM 2520, SAN BENITO, TX 78586
Additional Insured: Hidalgo County

Certificate Holder

Name & Address
- Hidalgo County
- 1615South Closner, Ste. J
- EDINBURG, TX 78539
- Attn: County Judge

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

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/03/2010

PRODUCER
Bob Sales Insurance Agcy
P. O. Box 3355
1313 Alton Gloor, Ste E
Brownsville TX 78523
(956) 542-5331

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	NAIC #
INSURER A: State Auto Ins. Co.	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

INSURED
Model Laundry LLC
P.O. Box 178
Los Indios TX 78567-0178

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	$
		COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurence)	$
		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	$
A		**AUTOMOBILE LIABILITY**	BAP2299409	07/20/2010	07/20/2011	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
		ANY AUTO					
		ALL OWNED AUTOS				BODILY INJURY (Per person)	$
	X	SCHEDULED AUTOS					
	X	HIRED AUTOS				BODILY INJURY (Per accident)	$
	X	NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		OCCUR / CLAIMS MADE				AGGREGATE	$
							$
		DEDUCTIBLE					$
		RETENTION $					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Hidalgo County named as additional insured
2010 Ford Econoline Van #1FTNS1EW6ADA98383, 2010 Ford Econoline Van #1FTNS1EW8ADA98384, 2010 Ford Econoline Van #1FTNSJEWXADA98385, 2007 Isuzu NPR Box Van #JALC4B16977008839

CERTIFICATE HOLDER

Hidlago County
Attn: County Judge
1615 South Closner, Ste J
Edinburg TX 78539-

CANCELLATION AI SSPNIJ

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

© ACORD CORPORATION 1988

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 02/15/2011

PRODUCER (956)546-4222 FAX (956)546-0157
Bert Whisenant Insurance
14 East Levee
Brownsville, TX 78520

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Model Laundry, LLC
P.O. Box 178
Los Indios, TX 78567

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Southern Vanguard Insurance Co	
INSURER B:	
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	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					
		☐ ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		☐ SCHEDULED AUTOS					
		☐ HIRED AUTOS				BODILY INJURY (Per accident)	$
		☐ NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		☐ ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
		EXCESS/UMBRELLA LIABILITY				EACH OCCURRENCE	$
		☐ OCCUR ☐ CLAIMS MADE				AGGREGATE	$
							$
		☐ DEDUCTIBLE					$
		☐ RETENTION $					$
A		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	TSV000610501	01/29/2011	01/29/2012	X WC STATU-TORY LIMITS ☐ OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$ 1,000,000
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
						E.L. DISEASE - POLICY LIMIT	$ 1,000,000
		OTHER					

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

CERTIFICATE HOLDER

Hidalgo County
County Judge
1615 S. Closner, Ste. J
Edinburg, TX 78539

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE
B. R. Whisenant Jr./LUP B.R. Whisenant, Jr.

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AGENDA

CC REGULAR
HIDALGO COUNTY
COMMISSIONERS' COURT MEETING
February 22, 2011
9:30 A.M.

NOTICE is hereby given in accordance with Chapter 551, Texas Government Code, that a REGULAR MEETING of the Commissioners' Court will be held in the Commissioners' Courtroom of the Administration Building, 100 E. Cano, 1st floor, 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** Comm Quintanilla
4. **Approval of Consent Agenda** 6 A / 13 C
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-25352** Approval of Annual Museum Funding Agreement between County of Hidalgo and Museum of South Texas History for year 2011 in the amount of $ 360,000.00
approved

C. **AI-25305** Recognition/Presentation of Certificate of Compliance on Jail Inspection conducted on January 26-28, 2011 by Texas Commission on Jail Standards
approved

D. **AI-25429** Discussion and possible action regarding census count by U. S. Department of Commerce, Bureau of the Census
approved

E. **AI-25435** Discussion, consideration and action on Commissioners' Court Agenda Process and Timelines
approved

F. **AI-25439** Request to use the courthouse open forum grounds for the National Day of Prayer Event to be held on May 5, 2011 from 8:00am - 8:00 pm.

G. **AI-25438** Discussion regarding the Road Administration Account in the Road and Bridge Fund
approved

H. **AI-25436** Discussion, consideration and action on the rental of additional space at the Mediplex Building under the current Lease/Purchase Agreement.
discussion only

7. **Constables:**

A. **AI-25300** Constable Pct. #2:
Approval to submit the FY 2010 Chapter 59 Asset Forfeiture Report, as required by the Office of the Attorney General.
approved

b) Other ongoing county owned building construction, renovation repair projects
c) Emergency situations occurring since last agenda meeting

4. **AI-25337** Discussion, consideration, and action in connection with the renewal for an additional one (1) year (as provided in the letter of engagement) with the Hon. Jesus "Chuy" Ramirez-Law Firm Of Ramirez & Guerrero to serve as the Bond Counsel for Hidalgo County.
approved

5. **AI-25397** Recommending award of bid and approval of contract documents to lowest and sole bidder meeting all specifications and/or requirements as attached hereto for: "Rental and/or Purchase of Industrial Uniforms" (on an as needed basis)- RFB No. 2010-382-12-15-SMA.
approved

6. **AI-25385** a. Ratification of request by Purchasing Department to all participating/submitting vendors to hold bid prices for an additional thirty (30) day period or upon award of bid(s) and approval of contract (s) effective date whichever comes first as this action is in the best interest of Hidalgo County;
approved

b. Presentation of tabulations for action by CC to award to multiple vendors that submitted the lowest bids by category/items and meeting all specifications, and requirements with approval of contract(s) for: "PIPES" (reinforced Concrete, Polyethylene, Heavy Wall Concrete, Polyvinyl Chloride (PVC) Irrigation Pipe 80 PSI, Corrugated PVC & Steel Storm Sewer Pipes, Rubber gasket Joint Concrete Pipes & Additional Miscellaneous Items) (RFB No. 2010-274-11-17-ysi) with effective dates of March 02, 2011 to February 29, 2012.
approved

7. **AI-25299** Recommending bid award and approval of contract to vendor submitting the lowest responsible bid meeting all specifications for: "Pre-Cast Safety End Treatment" (Bid No.: 2011-035-02-09-MEG).
approved

8. **AI-25046** Discussion and applicable action to authorize publication of Requests for Proposals with qualifications in connection with engaging a firm to provide professional services to: Assist, Assess, Review and Facilitate the County's Revenue and Expenditure Efficiencies in Various Public and Private Sectors including approval of the procurement packet as developed and drafted through County Judge's Office and Purchasing with an initial term of one (1) and the County's sole discretion to renew and extend for an additional one (1) year.
approved

9. **AI-25395** a. Requesting exemption from competitive bidding requirements under Texas Local Government Code 262.024 (a)(7)...'an item that can be obtained from only one source;
approved

b. Approval of a "Sole Source Declaration" for PALM VALLEY ANIMAL CENTER for the provision of: impoundment and the Quarantine of Small Animals in Hidalgo County;
approved

c. Approval of an "Amendment" to Contract #E-10-322-08-24 with Palm Valley Animal Center for "Hidalgo County-Impoundment and Quarantine of Small Animals" reflecting details on modifications to contract compensation thru the remainder of extended term.
approved

B. Pct. 2

1. **AI-25414** Approval of final construction contract (awarded by CC on 01-11-11) for C-10-363-01-11 "Tower Road Phase 2 -Road and Drainage Improvements" between Hidalgo County and Mission Paving Co. in the amount of $285,312.10.
approved

C. Pct. 4

1. **AI-25289** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;
approved

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded & evaluated through the County's approved "pool" of in connection with professional Architectural Services required for Repair and/or Renovations of County Owned Buildings (On an as needed basis) for Precinct No. 4 Projects
Architectural Services
approved

AI-25397 **23.A.5.**

Hidalgo County-Award of Bid/Contract for: "Rental and/or Purchase of Industrial Uniforms" (on an as needed basis)

CC REGULAR

Date: 02/22/2011
Submitted By: Letty Saenz, PURCHASING DEPT.
Submitted For: Marty Salazar
Department: PURCHASING DEPT.
Agenda Category: Purchasing Department **Sub-category:** Hidalgo County

Information

CAPTION

Recommending award of bid and approval of contract documents to lowest and sole bidder meeting all specifications and/or requirements as attached hereto for: "Rental and/or Purchase of Industrial Uniforms" (on an as needed basis)- RFB No. 2010-382-12-15-SMA.

BACKGROUND

Contract Document#C-10-382-02-22-Model Laundry, LLC
Bid Tabulation Sheet

Fiscal Impact

FISCAL YEAR: **ACCT. #:**
FUNDS AVAILABLE Y/N?: **MATCHING FUNDS Y/N?:**
BUDGETARY IMPACT:
CONTRACT IS FOR CALENDAR YEAR 2011.
will be utilizing various funding sources (County wide contract)
Purchases are on an as needed basis. See attached exp report for funding availibility and funding sources.

Attachments

Link: Bid Tabulation
Link: Contract Document#C-10-382-02-22-Model Laundry LLC
Link: Exp report

Form Routing/Status

Route Seq	Inbox	Approved By	Date	Status
1	Purchasing Department	Marty Salazar	02/18/2011 09:02 AM	APRV
2	Budget & Management	Erika Zamora	02/18/2011 09:11 AM	APRV
3	Rosalinda Cantu	Rosie Cantu	02/18/2011 11:03 AM	APRV
4	Auditor's Office		02/18/2011 04:25 PM	NEW

Form Started By: Letty Saenz Started On: 02/16/2011 04:49 PM
Final Approval Date: 02/18/2011

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/09/2013

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
Bob Sales Insurance Agcy
P. O. Box 3355
1313 E Alton Gloor, Ste E
Brownsville TX 78523

CONTACT NAME: Sylvia Alaniz
PHONE (A/C, No, Ext): (956) 542-5331 **FAX (A/C, No):** (956) 546-9105
E-MAIL ADDRESS: salaniz@bobsalesinsurance.com

INSURER(S) AFFORDING COVERAGE | **NAIC #**
INSURER A: Hartford
INSURER B: State Auto Ins. Co.
INSURER C: Technology Insurance Company
INSURER D:
INSURER E:
INSURER F:

INSURED
Model Laundry LLC
P.O. Box 178
Los Indios TX 78567-0178

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY	X		65SBATC4024	01/29/2013	01/29/2014	EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER						PRODUCTS - COMP/OP AGG	$ 2,000,000
	POLICY PRO-JECT LOC							$
B	AUTOMOBILE LIABILITY			BAP2299409	07/20/2013	07/20/2014	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS X SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N		N/A	TWC3346527	01/29/2013	01/29/2014	WC STATU-TORY LIMITS OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y						E.L. EACH ACCIDENT	$ 1,000,000
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
Hidalgo County named as additional insured on Auto Policy
The GL policy includes a blanket automatic additional insured endorsement [provision] that provides additional insured status to the certificate holder only when there is a written contract between the named insured and the certificate holder that requires such status.

CERTIFICATE HOLDER
Hidalgo County
Attn: Letty Saenz
1615 South Closner, Ste J
Edinburg TX 78539-
Fax: (956)318-2629

CANCELLATION AI SSPNIJ
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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