AGENDA
HIDALGO COUNTY
COMMISSIONERS COURT MEETING
July 15, 2014
10:30 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**

2. **Pledge of Allegiance**

3. **Prayer**

4. **Approval of Consent Agenda**

5. **Open Forum**

6. **County Judge's Office:**

A. **AI-45487** Discussion, consideration, and approval to adopt Economic Development Incentives Program Guidelines and Criteria under the provisions of Section 381.004.

7. **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" and authority to submit letter of engagement

B. Presentation for discussion, consideration and action (if necessary) including, but not limited to the following:
1) Renovations to Former Administration Building 1st and 2nd Floors
2) Update on other ongoing county owned building construction and renovation repair projects
3) Emergency situations occurring since last agenda meeting

8. **County Clerk - Arturo Guajardo, Jr.:**

A. **AI-45405** Resolution in Honor of Sylvia L. Reyes

9. **Constables:**

A. **AI-45284** Constable Pct. #1:
Approval of appointment of the Reserve Deputy Constables by Constable Celestino Avila Jr., as per Texas Local Government Code Section 86.012: Carlos Gonzales Jr. Dennis C. Sarmiento

B. **AI-45403** Constable Pct. #1- Tropical Texas Behavioral Health Interlocal (1285):
1. Discussion, consideration and approval to enter into an Interlocal Agreement between Hidalgo County and Tropical Texas Behavioral Health (TTBH) for participation in the Mental Health Officer Program.
2. Authorization to pay overtime reimbursable under the interlocal agreement terms and conditions.
3. Authorization for County Judge, as authorized official, to sign interlocal agreement award and related documents.
4. Approval of Certification of Revenues by the County Auditor.
5. Approval to create the following positions:

Action	Slot #	Position Title	Budgeted Salary
Create	0001	Deputy Constable Step I	$39,140.00
Create	0002	Deputy Constable Step I	$39,140.00

6. Approval of appropriation of funds.
7. Approval of salary schedule.

C. **AI-45278** Constable Pct.#4:
Discussion, consideration, and approval to appoint Orlando Lopez as a Reserve Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.012

D. **AI-45404** Constable Pct. #4- Tropical Texas Behavioral Health Interlocal (1285):
1. Discussion, consideration and approval to enter into an Interlocal Agreement between Hidalgo County and Tropical Texas Behavioral Health (TTBH) for participation in the Mental Health Officer Program.
2. Authorization to pay overtime reimbursable under the interlocal agreement terms and conditions.
3. Authorization for County Judge, as authorized official, to sign interlocal agreement award and related documents.
4. Approval of Certification of Revenues as certified by the County Auditor.
5. Approval to create the following position:

Action	Slot #	Position Title	Budgeted Salary
Create	0001	Deputy Constable Step I	$39,140.00

6. Approval of appropriation of funds.
7. Approval of salary schedule.

10. **Health & Human Services Department - Eddie Olivarez**

A. **AI-45420** Requesting approval to submit grant application for a one-time award in Public Health Emergency Preparedness funds in the amount of $30,937.00. This award requires a ten percent local match.

B. **AI-45442** Requesting approval of the Interlocal Agreement between Weslaco I.S.D. and County of Hidalgo. The Health & Human Services Dept. staff will provide training and certification on food handling to employees from Weslaco I.S.D.

C. **AI-45398** Requesting approval of the Memorandum of Understanding between the County of Hidalgo and Valley Grande Institute. The purpose of the Agreement is Public Health Preparedness and Response.

D. **AI-45397** Requesting approval of the Memorandum of Understanding between the County of Hidalgo and RGV Careers. The purpose of the Agreement is Public Health Preparedness and Response.

E. **Health Care Funding District:**

1. Discussion and/or action, including but not limited to Health Care Funding District and/or Expenditures

F. **Indigent Health Care Program:**

1. Discussion and/or action, including but not limited to Indigent Health Care Program and 1115 Waiver and/or Expenditures

11. **Urban County - Diana Serna:**

A. **AI-45394** Approval of land acquisition of Parcel # 18 for the Delta Area Connector/ East Lateral Project (GLO 12-406-000-6453/DRS 210068).

12. **Precinct #2 - Comm. H. Palacios:**

A. **AI-45449** Authorization and approval of proposed road name as recommended by LRGVDC 9-1-1:
Proposed Name: Miller Farm Service Road

13. **Precinct #4 - Comm. J. Palacios:**

A. **AI-45307** Approval of Resolution in honor of Cindy Gutierrez

B. **AI-45493** Approval of renaming County Road 3021 to Santa Teresa St.

14. **Budget & Management - Sergio Cruz:**

A. **AI-45450** Approval to submit the updated Texas Department of Emergency Management Designation of Applicants Agent form.

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

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

A. **Pct. 2**

1. **AI-45488** A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service:

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional materials testing for Pct No.2 "ON CALL SERVICES";

Evaluator	MEG Engineering	PSI Engineering	Earth Co.
Score	94	90	88
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for engineering services for materials testing for Pct No.2 "ON CALL SERVICES".

2. **AI-45378** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional appraisal services providers for (on call as needed basis) for Pct No. 2

	GEORGE J. SALAZAR DBA APPRAISAL HAUS	INTEGRA REALTY RESOURCES	LEONEL GARZA JR. & ASSOC., LLC
EVALUATOR 1	90	91	98

c. Authority for the Purchasing Department to negotiate a professional appraisal services agreement with the No. 1 ranked firm of _____ for professional appraisal services (on call as needed basis) Pct. 2.

3. **AI-45459** Requesting acceptance and approval of Work Authorization No. 8 (with an estimated cost of $9,361.99) as submitted by Raba Kistner, Inc., Contract# C-13-351-01-21, for Construction Material Testing services for the Pct 2 Roadrunner Subdivision Paving and Drainage Improvement Project.

4. **AI-45380** Approval of the following invoices listed for previously approved purchase orders for operating expenditures exceeding $7,500:

Invoice No.	**Vendor**	**Amount**
B398251-IN	Arguindegui Oil CO II LTD	$ 9,329.91
B401251-IN	Arguindegui Oil CO II LTD	$ 9,230.64

5. **AI-45461** a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional review appraisal services providers for (on call as needed basis) for Pct No. 2;

Total Scores	HLH Appraisal Services	Professional Appraisal Services	Integra Realty Resources
Evaluator# 1	98	95	91
Average Score	98	95	91
Commissioners Court Ranking			

c. Authority for the Purchasing Department to negotiate a professional review appraisal services agreement with the No. 1 ranked firm of _____ for professional review appraisal services (on call as needed basis) Pct. 2.

B. Pct. 3

1. **AI-45350** Acceptance and approval to execute the final form of a Professional Surveying Services Agreement with Quintanilla, Headley and Associates, for "Road and Bridge, CIP and Other Projects in General for Pct 3" as approved for negotiations on CC 6/3/14.

C. **Pct. 4**

1. **AI-45446** Acceptance and approval of "Certificate of Substantial Completion" submitted and certified by project architect, Steven L. McGarraugh, AIA, from Dannenbaum Engineering Company, reflecting the date of June 24th, 2014 by NM Contracting, LLC awarded contractor for the Hidalgo County Precinct No. 4 "Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road, Edinburg, TX" (Contract No. C-13-234A-10-22).

D. **WIC**

1. **AI-44951** Presentation of multiple bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of multiple award and approval of contracts for Request for Bid titled: Hidalgo County WIC Program-"Medical Supplies" through project No.: 2014-093-05-28-SGS.

16. **Closed Session:**
Commissioners' Court may go into Closed Session pursuant to Chapter 551, Texas Government Code, Sections 551.071, 551.072, 551.074 & 551.087 to discuss the following:

A. Real Estate Acquisition

B. Pending and/or potential litigation

C. **AI-45419** Claim of Marleni Lara

D. **AI-45457** C-0108-14-B; Shelia Pruitt-Orr v. City of Hidalgo & Hidalgo County

E. **AI-45477** Cause #C-1529-08-1; Dyer v. Hidalgo County

F. **AI-45498** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Green Giant

G. **AI-45505** Personnel Matter:
Esmeralda Fernandez - Headstart

17. **Open Session:**

A. Real Estate Acquisition and appropriation for same

B. Pending and/or potential litigation

C. **AI-45421** Claim of Marleni Lara

D. **AI-45458** C-0108-14-B; Shelia Pruitt-Orr v. City of Hidalgo & Hidalgo County

E. **AI-45480** Cause #C-1529-08-1; Dyer v. Hidalgo County

F. **AI-45499** Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Green Giant

G. **AI-45506** Personnel Matter:
Esmeralda Fernandez - Headstart

18. **Closed Session:**
Commissioners' Court may reconvene into Closed Session for the discussion regarding the agenda items listed

19. **Open Session:**
Commissioners' Court may reconvene into Open Session for the discussion regarding the agenda items listed

20. **Adjourn**

AI-45487 **County Judge's Office 6. A.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Discussion, consideration, and approval to adopt Economic Development Incentives Program Guidelines and Criteria under the provisions of Section 381.004.

BACKGROUND

Court previously approved 381 Guidelines in 2010, which expired in 2012.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

None. Establishes policy.

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/11/2014 01:23 PM
Manuel Chapa	Manuel Chapa	07/11/2014 03:38 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Monica Badillo Started On: 07/11/2014

Final Approval Date: 07/11/2014

AI-45405 **County Clerk 8. A.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Resolution in Honor of Sylvia L. Reyes

BACKGROUND

Attachments

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Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/09/2014 02:44 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Monica Badillo Started On: 07/09/2014 09:04 AM

Final Approval Date: 07/11/2014

Sandra Solis

From: Juan A. Perez [juan.perez@hidalgocountyclerk.us]
Sent: Friday, May 10, 2013 4:22 PM
To: 'Sandra Solis'
Subject: Information on Awards from GCAT
Attachments: Most Innovative Program Nomination.doc; Memo to GCAT Nominating Sylvia Reyes for Collector of the Year.doc

Importance: High

GCAT information is below:

MISSION:

The Governmental Collectors Associations of Texas is a nonprofit association that recognizes, supports, and serves governmental collection programs in the state of Texas. The association seeks to enhance the collection of revenue for governmental entities by promoting, innovation, information, and education within its membership and encouraging excellence.

It is the vision of this organization to make the state of Texas a recognized leader in the effective and efficient collection of due revenue.

History

The Governmental Collectors Association of Texas was formed October 28, 1999 and incorporated March 31, 2000. Members consist of professionals from across the state of Texas responsible for the collection of funds for the governmental entities in which they are employed. In early 1993 Dallas County took a serious look at how fines and court cost were being collected at the county court level. They implemented a collections program that proved so successful other counties soon followed suit.

The Texas Office of Court Administration became involved in working with the Texas judicial system in implementing programs designed to enhance court collections. At a collections workshop hosted by the Texas Office of Court Administration in early 1998, and attended by many managers of existing collection programs from around the state, a suggestion was made to form a network to share information and ideas. From this suggestion a free flow of information ranging from educational material to technology tools emerged. The advantage of sharing experiences and information was logical and productive. The inevitable next step was organization.

Awards information is below:

Award Categories

Most Innovative Program

Awarded to the organization selected as having most improved collections by developing and implementing innovative procedures, systems, or techniques in the past year.

Collector of the Year
Awarded to the collector selected as having had the greatest impact on collections and the collections effort for their city or county in the past year.

Let me know if you need anything else.
Thanks!

Juan A. Perez
Collections Supervisor
Office of Arturo Guajardo, Jr
Hidalgo County Clerk
Juan.Perez@HidalgoCountyClerk.us
956-292-7679

Hidalgo County Collections Department
Hidalgo County Clerk's Office
100 N. Closner / P.O. Box 58
Edinburg, TX 78540

Memo

To: GCAT

From: Juan Perez, Collections Dept. Supervisor

CC:

Date: June 4, 2014

Re: Nomination for GCAT Collector of the Year

I nominate Sylvia L. Reyes, Collections Enforcement Officer for Hidalgo County Clerk Collections Department for GCAT Collector of the Year.

Sylvia L. Reyes is everything a great collector and team player should be. Sylvia Reyes is responsible for the collections and compliance of all courts. In 2011, she alone brought in $536,659. She was ranked 1st in collections for this office in 2011. Again in 2012 she exceeded her 2011 collections, collecting $591,181 and again was the top collector in this office. This office has 7 collections enforcement officers and so for 2 years in a row, she has been ranked 1st. Aside from collections Mrs. Reyes also handles the most defendants at her desk and makes the most phones calls as per evaluation reports.

She is professional in all she does and always volunteers to work through lunch hours when the lobby is full and is very punctual to work. Mrs. Reyes was never late in 2011 or 2012 not even one time. She takes great pride in her work and has been ranked first out of 7 Enforcement Officers for 2 out of 3 months in 2013 so far.

She has a great relationship with the Probation Dept and as well as other departments.

Most Innovative Program Nomination – Hidalgo County Clerk Collections Dept.

In 2012, the Hidalgo County Clerk Collections Department became the first of its kind in the State of Texas to implement a fully automated system to interact with the Texas Failure to Appear Program (Omnibase Services of Texas). Working in conjunction with I-Plow Inc, they developed a system that would send qualifying cases to DPS and release satisfied cases automatically. The process allowed substantially more Drivers License holds to be placed on qualifying defendants in a shorter amount of time with far fewer man hours and with less of a chance of human error. Since the process began, Hidalgo County has collected over $360,000 in cases that had a Drivers License hold.

RESOLUTION IN HONOR OF SYLVIA L. REYES

WHEREAS, Ms. Sylvia L. Reyes is being honored for her outstanding work and dedication to the citizens of Hidalgo County; and

WHEREAS, Ms. Reyes was born to Raul C. Garza and the late Elida V. Garza, the Edinburg native attended Edinburg High School, and has been married to her husband Victor Manuel Reyes for 16 years; and

WHEREAS, In 1978 she joined The Hidalgo County Community Supervision and Corrections Department as a Probation Officer and worked for the department for 25 years until 2002; and

WHEREAS, In 2007, she returned to Hidalgo County to work with the County Clerk's Collections Department as a Collections Enforcement Officer, where she is responsible for the collection and compliance of all courts, and in 2011 and 2012 she was ranked as the top collector in Hidalgo County, collecting more than $1 million; and

WHEAREAS, The Governmental Collectors Association of Texas has taken notice of Ms. Reyes' hard work and has named her as the 2013 Collector of the Year.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors Ms. Sylvia L. Reyes for her outstanding service, dedication, and commitment to the citizens of Hidalgo County.

Dated this 21st day of May, 2013.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

THE HIDALGO COUNTY CLERK'S OFFICE RECEIVES PRESTIGIOUS AWARDS

Commissioners' Court recognized the Hidalgo County Clerk's office and their employees for two prestigious awards they received from the Governmental Collectors Association of Texas.

Ms. Sylvia L Reyes from the Collections Department at the County Clerk's Office was named the 2013 Collector of the Year in the State of Texas. Ms. Reyes is a Collections Enforcement Officer and is responsible for the collections and compliance of all courts. In 2011 and 2012 she was ranked as the top collector in Hidalgo County, collecting more than $1 million. Ms. Reyes expressed great gratitude for the recognition. She was joined by her family, including her husband, Victor Reyes, father, Raul Garza, sister, Sandra Garza and her supervisor, Juan Antonio Perez.

The Governmental Collectors Association of Texas also selected the Hidalgo County Clerk's office as having the "Most Innovative Program" in Texas, for its development and implementation of innovative procedures, systems, or techniques to improve collections.

In 2012, the Hidalgo County Clerk Collections Department became the first of its kind in the State of Texas to implement a fully automated system to interact with the Texas Failure to Appear Program (Omnibase Services of Texas). Working in conjunction with I-Plow Inc, they developed a system that would send qualifying cases to DPS and release satisfied cases automatically. The process allowed substantially more Drivers License holds to be placed on qualifying defendants in a shorter amount of time with far fewer man hours and with less of a chance of human error. Since the process began, Hidalgo County has collected over $360,000 in cases that had a Drivers License hold. County Clerk Arturo Guajardo Jr. expressed how this award was due to the hard work and dedication his staff applies to their work on a day to day basis for this achievement.

The Hidalgo County Commissioners' Court hereby recognizes and honors both Sylvia L. Reyes and The Hidalgo County Clerk's office for their outstanding service, dedication and commitment to the citizens of Hidalgo County.

View Photos >>
Next⇒COMMISSIONERS' COURT RECOGNIZES FORMER MAYOR JOSE M. OCHOA

Other News in Latest News

RESOLUTION IN HONOR OF SYLVIA L. REYES

WHEREAS, Ms. Sylvia L. Reyes is being honored for her outstanding work and dedication to the citizens of Hidalgo County; and was born to Raul C. Garza and the late Elida V. Garza, the Edinburg native attended Edinburg High School, and has been married to her husband Victor Manuel Reyes for 16 years; and

WHEREAS, In 1978 she joined The Hidalgo County Community Supervision and Corrections Department as a Probation Officer and worked for the department for 25 years until 2002; and

WHEREAS, In 2007, she returned to Hidalgo County to work with the County Clerk's Collections Department as a Collections Enforcement Officer, where she is responsible for the collection and compliance of all courts, and in 2013 she was ranked as the top collector in Hidalgo County, collecting more than $631,133; and

WHEREAS, the Governmental Collectors Association of Texas was formed October 28, 1999 and incorporated in March of 2000; members consist of professionals across the state of Texas responsible for the collection of funds for the governmental entities in which they are employed; and

WHEREAS, The Governmental Collectors Association of Texas has taken notice of Ms. Reyes' hard work and has named her as the 2013 Collector of the Year on having had the greatest impact on collections and the collections effort she conducted for Hidalgo County in the past year.

NOW, THEREFORE, BE IT RESOLVED that the Hidalgo County Commissioners' Court hereby recognizes and honors Ms. Sylvia L. Reyes for her outstanding service, dedication, and commitment to the citizens of Hidalgo County.

Dated this 15th day of July, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-45284 **Constables 9. A.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: Constable Celestino Avila Jr **Submitted By:** Joe Espinoza, CONSTABLE PCT. #1

Department: CONSTABLE PCT. #1

Information

CAPTION

Constable Pct. #1:
Approval of appointment of the Reserve Deputy Constables by Constable Celestino Avila Jr., as per Texas Local Government Code Section 86.012: Carlos Gonzales Jr. Dennis C. Sarmiento

BACKGROUND

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval of appointment of the Reserve Deputy Constables

Attachments

ICA
legal

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/01/2014 10:04 AM
Obdett Calzada	Debbie Tamez	07/03/2014 02:00 PM
Manuel Chapa	Manuel Chapa	07/03/2014 02:55 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Joe Espinoza Started On: 07/01/2014 09:44 AM

Final Approval Date: 07/11/2014

INTERLOCAL AGREEMENT

Hidalgo County Commissioner's Court acting by and through the Office of Constable, Precinct 1 and Tropical Texas Behavioral Health

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, between Tropical Texas Behavioral Health, hereinafter referred to as TTBH, a community mental health center and a governmental unit of the state of Texas under the provisions of Vernon's Texas Codes Annotated, Health and Safety Code, §534.001 and Hidalgo County, by and through the Precinct 1 Constables Office, referred to as the participating law enforcement agency for the purpose of creating a law enforcement task force comprised of specially trained and certified Mental Health Officers, serving across Hidalgo, Cameron and Willacy Counties, with the objectives of coordinating response to individuals in mental health crisis with the local mental health authority and decreasing preventable admissions and readmissions into the criminal justice system under the Texas Healthcare Transformation and Quality Improvement Program (1115 Waiver).

It is the intent of TTBH and participating law enforcement agency that participating law enforcement agency is an independent contractor and not an employee of TTBH for any purpose. Participating law enforcement agency and TTBH understand and agree that (a) TTBH will not withhold or pay on behalf of participating law enforcement agency any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available to participating law enforcement agency any of the benefits, including workers' compensation insurance coverage, afforded to employees of TTBH; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of participating law enforcement agency; and (c) participating law enforcement agency will indemnify and hold harmless TTBH from any damages or liability, including attorneys' fees and legal expenses, incurred by TTBH with respect to such payments, withholdings, and benefits.

I. Objectives and Goals

Specialized mental health intervention services will be provided to individuals (youth and adults) who are in mental health crisis. Approximately eighteen (18) certified Mental Health Officers will be recruited from participating law enforcement agencies and engaged to serve in the Mental Health Officer Program (MHOP) serving Hidalgo, Cameron and Willacy Counties and will provide an intervention for a targeted behavioral health population to prevent unnecessary use of services in a specified setting (i.e., the criminal justice system, emergency rooms, and psychiatric inpatient hospital admissions). The objective is to decrease preventable admissions and readmissions into the Criminal Justice System and improve health outcomes for persons served, delivering the right care at the right time in the right setting. The Participating Law Enforcement Agency agrees to assign 2 Officers to this program.

The MHOP will recruit new/additional officers employed by the respective participating law enforcement agencies to serve in the program. Personnel, supplies and operating expenses for the task force will be funded through funds from the Texas Healthcare Transformation and Quality Improvement Program (1115 Waiver). Officers serving on the task force will have the authority to intervene in cases involving

individuals exhibiting signs and symptoms of a possible mental illness anywhere outside of the jurisdiction in which they are regularly employed throughout the catchment area of TTBH which is Cameron, Hidalgo and Willacy Counties in accordance with applicable statutes and the terms of this agreement. The participating law enforcement agencies will cooperate to improve the identification of individuals who come in contact with law enforcement for misdemeanor offenses determined to be related to the symptoms of their mental illness and who may be appropriate for diversion from the criminal justice system into routine behavioral health care services.

II. Extent of Authority

A law enforcement officer assigned by a participating law enforcement agency to the MHOP shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the cities and counties having executed an individual agreement with TTBH, including the power to make arrests and execute warrants outside the city or county from which he is assigned, but within the catchment area of TTBH. While functioning as a law enforcement officer assigned to the MHOP in a jurisdiction other than the jurisdiction from which he is assigned, all such officers shall have all the law enforcement powers of a regular law enforcement officer of such other city or county, while within the catchment area of TTBH. Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including: (1) a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or (2) an action taken in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.

III. Creation of an Advisory Board

An Advisory Board will be established for this Project. It will be comprised of the Authorized Official of each agency having executed an Interlocal agreement with TTBH and participating in the MHOP or appointed designee. The Board will be chaired by the Chief Executive Officer of TTBH or appointed designee. The TTBH Mental Health Officer Team, hereinafter referred to as MHOT, supervisor will also serve as a member. The Advisory Board will hold regularly scheduled quarterly meetings which will serve as a platform for the exchange of information, ideas, and recommendations regarding inter-jurisdictional coordination, law enforcement operational issues, policy development, and any other matters necessary to carry out the purposes of this agreement. Additional meetings may be called by TTBH when necessary, as dictated by Project concerns and/or determined by TTBH or Advisory Board members. Advisory Board will review reports on Project activities, as generated by the MHOT.

IV. Mental Health Officers Duties

The primary Duties of Mental Health Officers will include, but not be limited to:

- Execution of Magistrate's Order for Emergency Apprehension and Detention (Sec.28) as requested by Magistrates and/or the TTBH Mobile Crisis Outreach Teams (MCOT)
- Execution of Emergency Apprehension and Detention by Peace Officer (Sec.26) for clients identified as potentially in imminent danger of harm to self/others as identified by MCOT staff and other law enforcement agencies

- Assisting MCOT in conducting wellness checks on clients identified by TTBH MCOT as being possibly at risk
- Assisting MCOT with crisis response in the community when risk factors are present
- Transportation of individuals to inpatient Mental Health facilities for admission (both voluntary and involuntary)
- Transportation/Accompaniment of clients for medical clearance as required by inpatient facilities
- Providing safety monitoring on site as requested by MCOT staff
- Responding to crisis situations in TTBH Centers in response to announced emergency codes
- Participation in trainings as required to become familiar with Mental Health Disorders, Intellectual Disability Disorders and crisis response
- Documentation and submission of all encounters and/or interventions using established service codes within 48 hours of encounter.

Individuals selected as Mental Health Officers will meet the physical ability qualifications and requirements established by the participating law enforcement agency.

Officers will collaborate with TTBH's Mobile Crisis Outreach Teams (MCOT) and other service departments to ensure 24 hour access to necessary behavioral health consultations, appropriate outcomes for the individuals served, and to optimize the effectiveness of the program.

Oversight of day to day duties of the Officers will be the responsibility of the MHOP supervisor. Work schedules will be dedicated to mental health duties.

A. TTBH will allow officers assigned to MHOT sufficient duty time to meet with participating law enforcement agency supervisors, submit routine administrative forms, and to attend training required by the participating law enforcement agency.
B. Duty hours incurred by officers assigned to MHOT which are not related to mental health duties and are not approved by the MHOT Supervisor may be considered questionable expenditures and may be subject to non-reimbursement by TTBH.

Any disciplinary actions/performance evaluations will be the responsibility of the participating law enforcement agency. TTBH reserves the right to discontinue utilization of any individual officer assigned to the MHOP with or without cause. In cases of misconduct or poor performance, TTBH will make notification to the participating law enforcement agency and request that a replacement officer be assigned to the MHOP.

V. TTBH Responsibilities

Services funded by this interlocal agreement will be monitored through TTBH's Quality Management (QM) and Utilization Management (UM) programs. The QM/UM programs utilize several internal committees including, but not limited to, the Performance Improvement and Compliance and Utilization Management Committees, and the support of the Management of Information Systems (MIS) and Quality Management (QM) Departments, to continuously monitor performance indicators related to service

quality, health outcomes and business performance through a plan, do, study act (PDSA) quality improvement process as required by the 1115 Waiver.

VI. Training

Each officer assigned to the MHOP must become certified as a Mental Health Officer as described in Section 1701.404 of the Texas Occupations Code. Each participating law enforcement department will be responsible for ensuring that their respective officer assigned to MHOP receives 40 hours of training every 24 months as required by Section 1701.351 and 1701.352 of the Texas Occupations Code. Participating agencies will also ensure that their respective officers assigned to MHOP demonstrate weapons proficiency with all issued duty weapons as required in Section 1701.355. TTBH will allow officers sufficient time to meet all training requirements. TTBH will provide the following training to maintain a high level of knowledge and skill in intervening with persons with mental illness in the community:

- Mental Health Officer Certification Training
- Crisis Intervention
- Mental Health/Dual Diagnosis
- Cultural Sensitivity
- People First Language
- Mobile Crisis Outreach Team (MCOT) Duties
- First Aid
- Mental Health Training as identified or indicated.

VII. Seizure of Contraband and Weapons

Participating Agency agrees to retain, store, and dispose of any contraband seized by their respective Officer(s) while assigned to the MHOT according to their Department policies and law. Contraband is defined in Article 59.01 of the Texas Code of Criminal Procedure. Participating Agency also agrees to store, retain, and dispose of any firearm seized by persons with mental illness by their respective officers in accordance with Article 18.191 of the Code of Criminal Procedure.

VIII. Equipment

TTBH will provide mobile radio communication equipment designed to work with the Rio Grande Valley Communication Group Regional Radio System (RRS). Participating Agencies subscribing to the Rio Grande Valley RRS agree to monitor the law enforcement "talk group" and respond to radio transmissions from any MHOT member when necessary.

Participating Law Enforcement Agencies subscribing to the Rio Grande Valley RRS agree to provide a portable radio and charger compatible to the Rio Grande Valley RRS to their officer(s) assigned to

MHOT if they have sufficient radio equipment resources to do so, and allow the TTBH talk group to be programmed into their radios.

TTBH will provide a vehicle for Official use by Officers assigned to the MHOP while on duty. TTBH will also provide insurance coverage for these vehicles.

IX. Compensation

Agreement Amount

a. Base Pay - Salaries, Allowances, Fringe Benefits

Base Pay is defined as compensation for an 80 hour work period, which consists of time worked, holiday, paid time off plus allowance pay. Allowance pay is defined as supplemental and longevity pay. The maximum reimbursement entitlement for base pay plus applicable fringe benefits for two Precinct 1 Deputy Constables assigned to the MHOT shall not exceed $131,088.30 in any one year.

b. Overtime Pay

Overtime Pay is defined as time worked in excess of 80 hours per work period. Overtime pay is paid at 150% of the base pay rate. The maximum reimbursement entitlement for overtime plus applicable fringe benefits for two Precinct 1 Deputy Constables assigned to the MHOT shall not exceed $12,316.72 in any one year.

Basis for Calculating Reimbursable Costs

A. Participating law enforcement agency monthly expenses for MHOP participation shall be reimbursed by TTBH with funds encumbered for this purpose by TTBH. TTBH shall reimburse one hundred percent (100%) of the salary and fringe benefits including overtime approved by TTBH for each officer assigned to the MHOP.

B. All remuneration paid currently or accrued by the employees working on the TTBH project during the performance period is allowable to the extent that the total compensation to individual employees conforms to the established Hidalgo County pay policies, to all applicable state and federal laws, and the terms of this agreement.

C. Reimbursement for any other operating expenses will require prior approval by TTBH. All requests for reimbursement will be subject to the submission of documentation, such as time sheets, indicating that expenditures have been made.

D. The Hidalgo County Constable, Precinct Number 1 remains fully responsible, as the employer of the officer(s) assigned to the TTBH MHOT, for the payment of salaries, overtime, and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract.

E. Participating law enforcement agency shall develop, implement, and maintain a financial management and control system that includes the development of a budget that adequately reflects all resources necessary to carry out contracted activities and the adequate determination of costs (the Program Budget) which shall be approved by TTBH prior to the exaction thereof. Participating law enforcement agency shall expend any and all funds disbursed by TTBH only in accordance with the approved Program Budget.

F. Participating law enforcement agency shall adopt all TTBH's forms and form revisions for MHOP services. Participating law enforcement agency shall provide and maintain proper hardware and software to ensure compatibility with TTBH requirements. Participating law enforcement agency shall not alter billing forms provided by TTBH

G. Participating law enforcement agency may transfer funds from one budget line item to another line item provided that the total transferred from the line item during the fiscal year:

1. Shall not exceed five percent (5%) of either line-item;
2. Shall not alter the intent of this Agreement; and
3. Total expenses do not exceed the maximum Agreement amount.

H. Budget Adjustment Request forms shall be used if budget adjustments are necessary during the fiscal year. Budget Adjustment Requests may be submitted on a monthly basis and in emergency situations. Participating law enforcement agency shall include a written explanation for each line item adjustment, along with any appropriate supporting documentation, for all Budget Adjustment Requests submitted to TTBH. Any changes in budget line items made in accordance with this provision, or as approved herein, shall be reported to TTBH on a Budget Adjustment Request form at least ten (10) working days subsequent to the change. Changes in any budget line item exceeding five percent (5%) of the amount stated herein shall require prior written approval of TTBH. Any and all changes in the schedule of personnel require prior written approval of TTBH.

I. All furnishing and equipment purchased by TTBH will become the property of TTBH at the conclusion of this agreement.

J. All furnishing and equipment purchased by participating law enforcement agency but reimbursed by TTBH will become property of TTBH at the conclusion of this agreement.

Unallowable Costs include:

- Mileage reimbursement in excess of current state rate
- Tips and gratuities
- Partial per diem in excess of current state rate
- Charitable Donations
- Lodging in excess of current state rate
- Honorariums
- Food or beverages for volunteers and/or guests
- Gifts
- Food or beverages for staff meetings (Alcoholic beverages)
- Cellular Services for personal use
- Tobacco products
- Pager services for personal use
- Personal phone calls
- Legal services as a separate budget item
- Royalties
- Travel expenses for a volunteer
- Laundry services for clothing
- Bonuses or Incentives (without a written waiver from TTBH)
- Lobbying expenses
- Unlisted telephone numbers
- Employee Leave Buy backs (without a written waiver from TTBH)
- Cost of investment counsel
- Interest and other financial costs
- Depreciation or use charges for donated assets
- Consultant Fees (without a written waiver from TTBH)
- Payment of bad debts of participating law enforcement agency
- Cash payment to intended recipients of health services
- Firearms or any type of expenses associated with firearms
- FMLA or Worker's Comp Leave (without a written waiver from TTBH)
- Fund Raising that is not financed by in-kind contributions
- Fines and penalties resulting from violations of federal, state, or local law
- Building or land purchases, lease-purchases, rental-purchases
- Travel expenses for any person that is not an employee (or paid through this Contract) (without a written waiver from TTBH)
- Advertising costs other than those incurred for personnel recruitment solicitation of bids, and disposal of surplus materials
- Monetary judgments against the provider or the cost of out of court settlements from any civil lawsuits to which the provider is a party
- Actual losses that could have been covered by insurance but were not, unless such losses are specifically provided for in the provider(s) grant agreement
- Entertainment costs for either offenders, guests, or staff members including amusement/social activities and their related costs such as meals, beverages,
- Lodgings, rentals, transportation, and gratuities

Questionable Expenditures:

Participating law enforcement agency is prohibited from expending any funds received hereunder for illegal purposes. Participating law enforcement agency is further advised that expenditures for any items not listed on the Program Budget may be considered unallowable costs.

Payment for Services

A. The cost of services received shall not exceed the total budgeted amount as stated in this Section, Agreement Amount.

B. TTBH shall have the right to withhold the monthly payment to the participating law enforcement agency until the following failures have been corrected:

1. Failure to submit reports required for compliance standards
2. Failure to respond to audit reports and
3. Failure to correct identified areas of non-compliance to the satisfaction of TTBH within (30) days upon receipt of notification.

C. Participating law enforcement agency agrees to establish controls that ensure the expenditures charged to program activities are allowable. Participating law enforcement agency must have prior approval from TTBH on all expenditures, i.e., salary increases, furniture, equipment, and emergency expenses.

D. Participating law enforcement agency shall be liable to TTBH for full repayment of funds in the event of their use for any purpose other than stated herein. Services or expenditures submitted by participating law enforcement agency that cannot be verified will be disallowed for reimbursement. Any unauthorized expenditures will be reimbursed to TTBH within thirty (30) working days. (See Unallowable Costs Section)

E. TTBH shall require participating law enforcement agency to provide monthly financial status reports (FSR) within thirty (30) working days following the end of the reporting period. FSR's shall include the following:

1. Total approved budgeted amounts detailed by line items;
2. Total current monthly program expenses detailed by line items;
3. Year-to-date (cumulative) program expenses detailed by line item;
4. Remaining budget balance detailed by line item.

This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, or any other disruption of current appropriated funding for this contract, TTBH may restrict, reduce, or terminate funding under this agreement. TTBH will provide sixty (60) days prior written notice to all parties of any action taken under this provision.

X. Term

This Interlocal Agreement will be effective from July 15th, 2014 to September 30, 2016. Notwithstanding any other provision herein to the contrary, this agreement's implementation and continuation are contingent upon the availability of funds appropriated under this agreement and being made available to TTBH. This agreement may be automatically renewed annually based on based on mutual agreement of all parties. This agreement may be terminated without cause at any time with 60 days written notice.

XI. Compliance with All Laws

All parties to this agreement will act, at all times in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws.

XII. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged.

XIII. Breach of Obligation

This agreement contains in its entirety all of the performances to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire agreement and shall give the other parties the right to terminate this agreement.

XIV. Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this agreement shall be performable in Cameron, Hidalgo and Willacy Counties, Texas. Executed by the respective parties singularly or an identical duplicate of this document on the dates stated below at the office or facility of the said County's or Municipality's governing body in Cameron, Hidalgo and Willacy Counties, Texas.

TROPICAL TEXAS BEHAVIORAL HEALTH	**COUNTY OF HIDALGO, TEXAS** **COUNTY JUDGE**
_____	_____
W. Terry Crocker	_____
Chief Executive Officer	_____

Ms. Cantu,

I have reviewed the proposed interlocal agreement between Hidalgo County Precinct No. 4 and Tropical Texas Behavioral Health. I have made an addition to section III (see attached). Subject to the recommended revision, our office approves as to form.

Thank you for your time and consideration.

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

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AI-45403 **Constables 9. B.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted By: Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. #1- Tropical Texas Behavioral Health Interlocal (1285):
1. Discussion, consideration and approval to enter into an Interlocal Agreement between Hidalgo County and Tropical Texas Behavioral Health (TTBH) for participation in the Mental Health Officer Program.
2. Authorization to pay overtime reimbursable under the interlocal agreement terms and conditions.
3. Authorization for County Judge, as authorized official, to sign interlocal agreement award and related documents.
4. Approval of Certification of Revenues by the County Auditor.
5. Approval to create the following positions:

Action	Slot #	Position Title	Budgeted Salary
Create	0001	Deputy Constable Step I	$39,140.00
Create	0002	Deputy Constable Step I	$39,140.00

6. Approval of appropriation of funds.
7. Approval of salary schedule.

BACKGROUND

Interlocal Agreement-Tropical Texas Behavioral Health (TTBH)

Interlocal Agreement Expiration Date- September 30, 2016.

Employee slots will be terminated should the Interlocal not be renewed by September 30, 2016.

Specialized mental health intervention services will be provided to individuals (youth and adults) who are in mental health crisis. Approximately eighteen (18) certified Mental Health Officers will be recruited from participating law enforcement agencies and engaged to serve in the Mental Health Officer Program (MHO Program) serving Hidalgo, Cameron and Willacy Counties and will provide an intervention for a targeted behavioral health population to prevent unnecessary use of services in a specified setting (i.e., the criminal justice system, emergency rooms, and psychiatric inpatient hospital admissions).

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1285-421-00-291-013-4-XXX

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

BUDGETARY IMPACT:

Interlocal Agreement between Hidalgo County Constable Precinct No. 1 & Tropical Texas Behavioral Health (TTBH)

Interlocal Agreement Expiration Date- September 30, 2016.

Revenue Account: Const Pct 1 - Trop. Tx Beh Health 4-1285-337-00-291-013-4-000

Appropriation in the amount of $316,634.12

Participating law enforcement agency monthly expenses for the Mental Health Officer Program (MHOP) participation shall be reimbursed by TTBH with funds encumbered for this purpose by TTBH.

TTBH shall reimburse one hundred percent (100%) of the salary, allowances and fringe benefits approved by TTBH for each officer assigned to the Mental Health Officer Program.

Reimbursement for any other operating expenses will require prior approval by TTBH. All requests for reimbursement will be subject to the submission of documentation, such as time sheets, indicating that expenditures have been made.

Attachments

SALARIES WORKSHEET INCLUDING OT
INTERLOCAL AGREEMENT
PAR & JOB DESCRIPTION
FISCAL NOTE
SALARY SCHEDULE
APPROPRIATION
COR

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	07/11/2014 03:28 PM
Budget & Management	Debbie Tamez	07/11/2014 04:11 PM
Human Resources	Nereida Garza	07/11/2014 04:38 PM
Obdett Calzada	Obdett Calzada	07/11/2014 04:46 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Rosie Cantu Started On: 07/09/2014

Final Approval Date: 07/11/2014

INTERLOCAL AGREEMENT
CONSTABLE PRECINCT NO. 1- TROPICAL TEXAS BEHAVIORAL HEALTH
SUMMARY OF
SALARIES & OVERTIME BUDGET WORKSHEET

AI- 45403

	SALARIES	OVERTIME	LONG. PAY	SUPPL. PAY	HEALTH INS. 6,205.00	LIFE INS. 37.56	FICA 7.65%	RETIRE. 11.67%	UNEMP. COMP 0.60%	W/C 3.12%	TOTAL
	$0.00	$30,180.56	$0.00	$0.00	$0.00	$0.00	$2,308.82	$3,403.90	$178.04	$878.84	$36,950.16
	$183,138.22		$1,686.90	$21,230.40	$26,609.44	$166.12	$15,763.24	$23,546.02	$1,230.70	$6,312.92	$279,683.96
TOTALS	**$183,138.22**	**$30,180.56**	**$1,686.90**	**$21,230.40**	**$26,609.44**	**$166.12**	**$18,072.06**	**$26,949.92**	**$1,408.74**	**$7,191.76**	**$316,634.12**

INTERLOCAL AGREEMENT
CONSTABLE PRECINCT NO. 1- TROPICAL TEXAS BEHAVIORAL HEALTH
OVERTIME SALARIES BUDGET WORKSHEET

AI 45403

07/15/14 to 09/30/14

SLOT #	POSITION TITLE	2014 BUDGETED SALARY	2014 RATE OF PAY	2014 OVRT. RATE OF PAY	OVRTM. HRS	2014 OVERTIME PAY	FICA 7.65%	RETIRE. 10.89%	UNEMP. COMP 0.57%	W/C 2.50%	TOTAL FRINGES	TOTAL COMPEN.
0001	***DEPUTY CONSTABLE STEP I	$39,140.00	$18.82	$28.23	179.3848	$5,064.03	$387.40	$551.47	$28.86	$126.60	$1,094.33	$6,158.36
0002	***DEPUTY CONSTABLE STEP I	$39,140.00	$18.82	$28.23	179.3848	$5,064.03	$387.40	$551.47	$28.86	$126.60	$1,094.33	$6,158.36
	TOTAL	**$78,280.00**	**-**	**-**	**358.7696**	**$10,128.06**	**$774.80**	**$1,102.94**	**$57.72**	**$253.20**	**$2,188.66**	**$12,316.72**

10/01/14 to 09/30/15

SLOT #	POSITION TITLE	2014/ 2015 BUDGETED SALARY	2014/ 2015 RATE OF PAY	2014/ 2015 OVRT. RATE OF PAY	OVRTM. HRS	2014/ 2015 OVERTIME PAY	FICA 7.65%	RETIRE. 11.28%	UNEMP. COMP 0.60%	W/C 3.12%	TOTAL FRINGES	TOTAL COMPEN.
0001	***DEPUTY CONSTABLE STEP I	$40,314.00	$19.38	$29.07	172.7236	$5,021.08	$384.11	$566.38	$30.13	$156.66	$1,137.28	$6,158.36
0002	***DEPUTY CONSTABLE STEP I	$40,314.00	$19.38	$29.07	172.7236	$5,021.08	$384.11	$566.38	$30.13	$156.66	$1,137.28	$6,158.36
	TOTAL	**$80,628.00**	**-**	**-**	**345.4472**	**$10,042.16**	**$768.22**	**$1,132.76**	**$60.26**	**$313.32**	**$2,274.56**	**$12,316.72**

10/01/15 to 09/30/16

SLOT #	POSITION TITLE	2015/ 2016 BUDGETED SALARY	2015/ 2016 RATE OF PAY	2015/ 2016 OVRT. RATE OF PAY	OVRTM. HRS	2015/ 2016 OVERTIME PAY	FICA 7.65%	RETIRE. 11.67%	UNEMP. COMP 0.60%	W/C 3.12%	TOTAL FRINGES	TOTAL COMPEN.
0001	***DEPUTY CONSTABLE STEP II	$42,977.00	$20.66	$30.99	161.5092	$5,005.17	$382.90	$584.10	$30.03	$156.16	$1,153.19	$6,158.36
0002	***DEPUTY CONSTABLE STEP II	$42,977.00	$20.66	$30.99	161.5092	$5,005.17	$382.90	$584.10	$30.03	$156.16	$1,153.19	$6,158.36
	TOTAL	**$85,954.00**	**-**	**-**	**323.0184**	**$10,010.34**	**$765.80**	**$1,168.20**	**$60.06**	**$312.32**	**$2,306.38**	**$12,316.72**
	GRAND TOTALS	**$244,862.00**	**-**	**-**	**1,027.24**	**$30,180.56**	**$2,308.82**	**$3,403.90**	**$178.04**	**$878.84**	**$6,769.60**	**$36,950.16**

DBM-rc
07-10-14

INTERLOCAL AGREEMENT
CONSTABLE PRECINCT NO. 1- TROPICAL TEXAS BEHAVIORAL HEALTH
SALARIES BUDGET WORKSHEET

AI 45403

PRORATED 07/15/14 to 09/30/14

SLOT #	POSITION TITLE	2013 BUDGETED SALARY	COLA 3%	2014 BUDGETED SALARY	LONG. PAY	SUPPL. PAY	TOTAL SALARY & ALLOW.	2014 BUDGETED SALARY	LONG. PAY	SUPPL. PAY	TOTAL SALARY & ALLOW.	HEALTH INS. 5,628.00	LIFE INS. 37.56	FICA 7.65%	RETIRE. 10.89%	UNEMP. COMP 0.57%	W/C 2.50%	TOTAL FRINGES	TOTAL COMPEN.
0001	***DEPUTY CONSTABLE STEP I	$39,140.00	$0.00	$39,140.00	$300.00	$4,800.00	$44,240.00	$8,278.11	$63.45	$1,015.20	$9,356.76	1,190.32	7.94	$715.79	$1,018.95	$53.33	$233.92	$3,220.25	$12,577.01
0002	***DEPUTY CONSTABLE STEP I	$39,140.00	$0.00	$39,140.00	$300.00	$4,800.00	$44,240.00	$8,278.11	$63.45	$1,015.20	$9,356.76	1,190.32	7.94	$715.79	$1,018.95	$53.33	$233.92	$3,220.25	$12,577.01
	TOTAL	**$78,280.00**	**$0.00**	**$78,280.00**	**$600.00**	**$9,600.00**	**$88,480.00**	**$16,556.22**	**$126.90**	**$2,030.40**	**$18,713.52**	**$2,380.64**	**$15.88**	**$1,431.58**	**$2,037.90**	**$106.66**	**$467.84**	**$6,440.50**	**$25,154.02**

***POSITIONS TO BE CREATED AT STEP 1 LEVEL $39,140.00

PRORATED 10/01/14 to 09/30/15

SLOT #	POSITION TITLE	2014 BUDGETED SALARY	COLA 3%	2015 BUDGETED SALARY	LONG. PAY	SUPPL. PAY	TOTAL SALARY & ALLOW.	2015 BUDGETED SALARY	LONG. PAY	SUPPL. PAY	TOTAL SALARY & ALLOW.	HEALTH INS. 5,909.40	LIFE INS. 37.56	FICA 7.65%	RETIRE. 11.28%	UNEMP. COMP 0.60%	W/C 3.12%	TOTAL FRINGES	TOTAL COMPEN.
0001	***DEPUTY CONSTABLE STEP I	$39,140.00	$1,174.00	$40,314.00	$360.00	$4,800.00	$45,474.00	$40,314.00	$360.00	$4,800.00	$45,474.00	5,909.40	37.56	$3,478.76	$5,129.47	$272.84	$1,418.79	$16,246.82	$61,720.82
0002	***DEPUTY CONSTABLE STEP I	$39,140.00	$1,174.00	$40,314.00	$360.00	$4,800.00	$45,474.00	$40,314.00	$360.00	$4,800.00	$45,474.00	5,909.40	37.56	$3,478.76	$5,129.47	$272.84	$1,418.79	$16,246.82	$61,720.82
	TOTAL	**$78,280.00**	**$2,348.00**	**$80,628.00**	**$720.00**	**$9,600.00**	**$90,948.00**	**$80,628.00**	**$720.00**	**$9,600.00**	**$90,948.00**	**$11,818.80**	**$75.12**	**$6,957.52**	**$10,258.94**	**$545.68**	**$2,837.58**	**$32,493.64**	**$123,441.64**

***3% COLA INCREASE .

PRORATED 10/01/15 to 09/30/16

SLOT #	POSITION TITLE	2015 BUDGETED SALARY	COLA 3%	2016 BUDGETED SALARY	LONG. PAY	SUPPL. PAY	TOTAL SALARY & ALLOW.	2016 BUDGETED SALARY	LONG. PAY	SUPPL. PAY	TOTAL SALARY & ALLOW.	HEALTH INS. 6,205.00	LIFE INS. 37.56	FICA 7.65%	RETIRE. 11.67%	UNEMP. COMP 0.60%	W/C 3.12%	TOTAL FRINGES	TOTAL COMPEN.
0001	***DEPUTY CONSTABLE STEP II	$41,725.00	$1,252.00	$42,977.00	$420.00	$4,800.00	$48,197.00	$42,977.00	$420.00	$4,800.00	$48,197.00	6,205.00	37.56	$3,687.07	$5,624.59	$289.18	$1,503.75	$17,347.15	$65,544.15
0002	***DEPUTY CONSTABLE STEP II	$41,725.00	$1,252.00	$42,977.00	$420.00	$4,800.00	$48,197.00	$42,977.00	$420.00	$4,800.00	$48,197.00	6,205.00	37.56	$3,687.07	$5,624.59	$289.18	$1,503.75	$17,347.15	$65,544.15
	TOTAL	**$83,450.00**	**$2,504.00**	**$85,954.00**	**$840.00**	**$9,600.00**	**$96,394.00**	**$85,954.00**	**$840.00**	**$9,600.00**	**$96,394.00**	**$12,410.00**	**$75.12**	**$7,374.14**	**$11,249.18**	**$578.36**	**$3,007.50**	**$34,694.30**	**$131,088.30**

***3% COLA & NEXT STEP INCREASE.

	GRAND TOTALS	**$240,010.00**	**$4,852.00**	**$244,862.00**	**$2,160.00**	**$28,800.00**	**$275,822.00**	**$183,138.22**	**$1,686.90**	**$21,230.40**	**$206,055.52**	**$26,609.44**	**$166.12**	**$15,763.24**	**$23,546.02**	**$1,230.70**	**$6,312.92**	**$73,628.44**	**$279,683.96**

DBM-rc
07-10-14

INTERLOCAL AGREEMENT

Hidalgo County Commissioner's Court acting by and through the Office of Constable, Precinct 1 and Tropical Texas Behavioral Health

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, between Tropical Texas Behavioral Health, hereinafter referred to as TTBH, a community mental health center and a governmental unit of the state of Texas under the provisions of Vernon's Texas Codes Annotated, Health and Safety Code, §534.001 and Hidalgo County, by and through the Precinct 1 Constables Office, referred to as the participating law enforcement agency for the purpose of creating a law enforcement task force comprised of specially trained and certified Mental Health Officers, serving across Hidalgo, Cameron and Willacy Counties, with the objectives of coordinating response to individuals in mental health crisis with the local mental health authority and decreasing preventable admissions and readmissions into the criminal justice system under the Texas Healthcare Transformation and Quality Improvement Program (1115 Waiver).

It is the intent of TTBH and participating law enforcement agency that participating law enforcement agency is an independent contractor and not an employee of TTBH for any purpose. Participating law enforcement agency and TTBH understand and agree that (a) TTBH will not withhold or pay on behalf of participating law enforcement agency any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available to participating law enforcement agency any of the benefits, including workers' compensation insurance coverage, afforded to employees of TTBH; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of participating law enforcement agency; and (c) participating law enforcement agency will indemnify and hold harmless TTBH from any damages or liability, including attorneys' fees and legal expenses, incurred by TTBH with respect to such payments, withholdings, and benefits.

I. Objectives and Goals

Specialized mental health intervention services will be provided to individuals (youth and adults) who are in mental health crisis. Approximately eighteen (18) certified Mental Health Officers will be recruited from participating law enforcement agencies and engaged to serve in the Mental Health Officer Program (MHOP) serving Hidalgo, Cameron and Willacy Counties and will provide an intervention for a targeted behavioral health population to prevent unnecessary use of services in a specified setting (i.e., the criminal justice system, emergency rooms, and psychiatric inpatient hospital admissions). The objective is to decrease preventable admissions and readmissions into the Criminal Justice System and improve health outcomes for persons served, delivering the right care at the right time in the right setting. The Participating Law Enforcement Agency agrees to assign 2 Officers to this program.

The MHOP will recruit new/additional officers employed by the respective participating law enforcement agencies to serve in the program. Personnel, supplies and operating expenses for the task force will be funded through funds from the Texas Healthcare Transformation and Quality Improvement Program (1115 Waiver). Officers serving on the task force will have the authority to intervene in cases involving

individuals exhibiting signs and symptoms of a possible mental illness anywhere outside of the jurisdiction in which they are regularly employed throughout the catchment area of TTBH which is Cameron, Hidalgo and Willacy Counties in accordance with applicable statutes and the terms of this agreement. The participating law enforcement agencies will cooperate to improve the identification of individuals who come in contact with law enforcement for misdemeanor offenses determined to be related to the symptoms of their mental illness and who may be appropriate for diversion from the criminal justice system into routine behavioral health care services.

II. Extent of Authority

A law enforcement officer assigned by a participating law enforcement agency to the MHOP shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the cities and counties having executed an individual agreement with TTBH, including the power to make arrests and execute warrants outside the city or county from which he is assigned, but within the catchment area of TTBH. While functioning as a law enforcement officer assigned to the MHOP in a jurisdiction other than the jurisdiction from which he is assigned, all such officers shall have all the law enforcement powers of a regular law enforcement officer of such other city or county, while within the catchment area of TTBH. Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including: (1) a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or (2) an action taken in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.

III. Creation of an Advisory Board

An Advisory Board will be established for this Project. It will be comprised of the Authorized Official of each agency having executed an Interlocal agreement with TTBH and participating in the MHOP or appointed designee. The Board will be chaired by the Chief Executive Officer of TTBH or appointed designee. The TTBH Mental Health Officer Team supervisor will also serve as a member. The Advisory Board will hold regularly scheduled quarterly meetings which will serve as a platform for the exchange of information, ideas, and recommendations regarding inter-jurisdictional coordination, law enforcement operational issues, policy development, and any other matters necessary to carry out the purposes of this agreement. Additional meetings may be called by TTBH when necessary, as dictated by Project concerns and/or determined by TTBH or Advisory Board members. Advisory Board will review reports on Project activities, as generated by the MHOT.

IV. Mental Health Officers Duties

The primary Duties of Mental Health Officers will include, but not be limited to:

- Execution of Magistrate's Order for Emergency Apprehension and Detention (Sec.28) as requested by Magistrates and/or the TTBH Mobile Crisis Outreach Teams (MCOT)
- Execution of Emergency Apprehension and Detention by Peace Officer (Sec.26) for clients identified as potentially in imminent danger of harm to self/others as identified by MCOT staff and other law enforcement agencies

- Assisting MCOT in conducting wellness checks on clients identified by TTBH MCOT as being possibly at risk
- Assisting MCOT with crisis response in the community when risk factors are present
- Transportation of individuals to inpatient Mental Health facilities for admission (both voluntary and involuntary)
- Transportation/Accompaniment of clients for medical clearance as required by inpatient facilities
- Providing safety monitoring on site as requested by MCOT staff
- Responding to crisis situations in TTBH Centers in response to announced emergency codes
- Participation in trainings as required to become familiar with Mental Health Disorders, Intellectual Disability Disorders and crisis response
- Documentation and submission of all encounters and/or interventions using established service codes within 48 hours of encounter.

Individuals selected as Mental Health Officers will meet the physical ability qualifications and requirements established by the participating law enforcement agency.

Officers will collaborate with TTBH's Mobile Crisis Outreach Teams (MCOT) and other service departments to ensure 24 hour access to necessary behavioral health consultations, appropriate outcomes for the individuals served, and to optimize the effectiveness of the program.

Oversight of day to day duties of the Officers will be the responsibility of the MHOP supervisor. Work schedules will be dedicated to mental health duties.

A. TTBH will allow officers assigned to MHOT sufficient duty time to meet with participating law enforcement agency supervisors, submit routine administrative forms, and to attend training required by the participating law enforcement agency.
B. Duty hours incurred by officers assigned to MHOT which are not related to mental health duties and are not approved by the MHOT Supervisor may be considered questionable expenditures and may be subject to non-reimbursement by TTBH.

Any disciplinary actions/performance evaluations will be the responsibility of the participating law enforcement agency. TTBH reserves the right to discontinue utilization of any individual officer assigned to the MHOP with or without cause. In cases of misconduct or poor performance, TTBH will make notification to the participating law enforcement agency and request that a replacement officer be assigned to the MHOP.

V. TTBH Responsibilities

Services funded by this interlocal agreement will be monitored through TTBH's Quality Management (QM) and Utilization Management (UM) programs. The QM/UM programs utilize several internal committees including, but not limited to, the Performance Improvement and Compliance and Utilization Management Committees, and the support of the Management of Information Systems (MIS) and Quality Management (QM) Departments, to continuously monitor performance indicators related to service

quality, health outcomes and business performance through a plan, do, study act (PDSA) quality improvement process as required by the 1115 Waiver.

VI. Training

Each officer assigned to the MHOP must become certified as a Mental Health Officer as described in Section 1701.404 of the Texas Occupations Code. Each participating law enforcement department will be responsible for ensuring that their respective officer assigned to MHOP receives 40 hours of training every 24 months as required by Section 1701.351 and 1701.352 of the Texas Occupations Code. Participating agencies will also ensure that their respective officers assigned to MHOP demonstrate weapons proficiency with all issued duty weapons as required in Section 1701.355. TTBH will allow officers sufficient time to meet all training requirements. TTBH will provide the following training to maintain a high level of knowledge and skill in intervening with persons with mental illness in the community:

- Mental Health Officer Certification Training
- Crisis Intervention
- Mental Health/Dual Diagnosis
- Cultural Sensitivity
- People First Language
- Mobile Crisis Outreach Team (MCOT) Duties
- First Aid
- Mental Health Training as identified or indicated.

VII. Seizure of Contraband and Weapons

Participating Agency agrees to retain, store, and dispose of any contraband seized by their respective Officer(s) while assigned to the MHOT according to their Department policies and law. Contraband is defined in Article 59.01 of the Texas Code of Criminal Procedure. Participating Agency also agrees to store, retain, and dispose of any firearm seized by persons with mental illness by their respective officers in accordance with Article 18.191 of the Code of Criminal Procedure.

VIII. Equipment

TTBH will provide mobile radio communication equipment designed to work with the Rio Grande Valley Communication Group Regional Radio System (RRS). Participating Agencies subscribing to the Rio Grande Valley RRS agree to monitor the law enforcement "talk group" and respond to radio transmissions from any MHOT member when necessary.

Participating Law Enforcement Agencies subscribing to the Rio Grande Valley RRS agree to provide a portable radio and charger compatible to the Rio Grande Valley RRS to their officer(s) assigned to

MHOT if they have sufficient radio equipment resources to do so, and allow the TTBH talk group to be programmed into their radios.

TTBH will provide a vehicle for Official use by Officers assigned to the MHOP while on duty. TTBH will also provide insurance coverage for these vehicles.

IX. Compensation

Agreement Amount

a. Base Pay - Salaries, Allowances, Fringe Benefits

Base Pay is defined as compensation for an 80 hour work period, which consists of time worked, holiday, paid time off plus allowance pay. Allowance pay is defined as supplemental and longevity pay. The maximum reimbursement entitlement for base pay plus applicable fringe benefits for two Precinct 1 Deputy Constables assigned to the MHOT shall not exceed $131,088.30 in any one year.

b. Overtime Pay

Overtime Pay is defined as time worked in excess of 80 hours per work period. Overtime pay is paid at 150% of the base pay rate. The maximum reimbursement entitlement for overtime plus applicable fringe benefits for two Precinct 1 Deputy Constables assigned to the MHOT shall not exceed $12,316.72 in any one year.

Basis for Calculating Reimbursable Costs

A. Participating law enforcement agency monthly expenses for MHOP participation shall be reimbursed by TTBH with funds encumbered for this purpose by TTBH. TTBH shall reimburse one hundred percent (100%) of the salary and fringe benefits including overtime approved by TTBH for each officer assigned to the MHOP.

B. All remuneration paid currently or accrued by the employees working on the TTBH project during the performance period is allowable to the extent that the total compensation to individual employees conforms to the established Hidalgo County pay policies, to all applicable state and federal laws, and the terms of this agreement.

C. Reimbursement for any other operating expenses will require prior approval by TTBH. All requests for reimbursement will be subject to the submission of documentation, such as time sheets, indicating that expenditures have been made.

D. The Hidalgo County Constable, Precinct Number 1 remains fully responsible, as the employer of the officer(s) assigned to the TTBH MHOT, for the payment of salaries, overtime, and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract.

E. Participating law enforcement agency shall develop, implement, and maintain a financial management and control system that includes the development of a budget that adequately reflects all resources necessary to carry out contracted activities and the adequate determination of costs (the Program Budget) which shall be approved by TTBH prior to the exaction thereof. Participating law enforcement agency shall expend any and all funds disbursed by TTBH only in accordance with the approved Program Budget.

F. Participating law enforcement agency shall adopt all TTBH's forms and form revisions for MHOP services. Participating law enforcement agency shall provide and maintain proper hardware and software to ensure compatibility with TTBH requirements. Participating law enforcement agency shall not alter billing forms provided by TTBH

G. Participating law enforcement agency may transfer funds from one budget line item to another line item provided that the total transferred from the line item during the fiscal year:

1. Shall not exceed five percent (5%) of either line-item;
2. Shall not alter the intent of this Agreement; and
3. Total expenses do not exceed the maximum Agreement amount.

H. Budget Adjustment Request forms shall be used if budget adjustments are necessary during the fiscal year. Budget Adjustment Requests may be submitted on a monthly basis and in emergency situations. Participating law enforcement agency shall include a written explanation for each line item adjustment, along with any appropriate supporting documentation, for all Budget Adjustment Requests submitted to TTBH. Any changes in budget line items made in accordance with this provision, or as approved herein, shall be reported to TTBH on a Budget Adjustment Request form at least ten (10) working days subsequent to the change. Changes in any budget line item exceeding five percent (5%) of the amount stated herein shall require prior written approval of TTBH. Any and all changes in the schedule of personnel require prior written approval of TTBH.

I. All furnishing and equipment purchased by TTBH will become the property of TTBH at the conclusion of this agreement.

J. All furnishing and equipment purchased by participating law enforcement agency but reimbursed by TTBH will become property of TTBH at the conclusion of this agreement.

Unallowable Costs include:

- Mileage reimbursement in excess of current state rate
- Tips and gratuities
- Partial per diem in excess of current state rate
- Charitable Donations
- Lodging in excess of current state rate
- Honorariums
- Food or beverages for volunteers and/or guests
- Gifts
- Food or beverages for staff meetings (Alcoholic beverages)
- Cellular Services for personal use
- Tobacco products
- Pager services for personal use
- Personal phone calls
- Legal services as a separate budget item
- Royalties
- Travel expenses for a volunteer
- Laundry services for clothing
- Bonuses or Incentives (without a written waiver from TTBH)
- Lobbying expenses
- Unlisted telephone numbers
- Employee Leave Buy backs (without a written waiver from TTBH)
- Cost of investment counsel
- Interest and other financial costs
- Depreciation or use charges for donated assets
- Consultant Fees (without a written waiver from TTBH)
- Payment of bad debts of participating law enforcement agency
- Cash payment to intended recipients of health services
- Firearms or any type of expenses associated with firearms
- FMLA or Worker's Comp Leave (without a written waiver from TTBH)
- Fund Raising that is not financed by in-kind contributions
- Fines and penalties resulting from violations of federal, state, or local law
- Building or land purchases, lease-purchases, rental-purchases
- Travel expenses for any person that is not an employee (or paid through this Contract) (without a written waiver from TTBH)
- Advertising costs other than those incurred for personnel recruitment solicitation of bids, and disposal of surplus materials
- Monetary judgments against the provider or the cost of out of court settlements from any civil lawsuits to which the provider is a party
- Actual losses that could have been covered by insurance but were not, unless such losses are specifically provided for in the provider(s) grant agreement
- Entertainment costs for either offenders, guests, or staff members including amusement/social activities and their related costs such as meals, beverages,
- Lodgings, rentals, transportation, and gratuities

Questionable Expenditures:

Participating law enforcement agency is prohibited from expending any funds received hereunder for illegal purposes. Participating law enforcement agency is further advised that expenditures for any items not listed on the Program Budget may be considered unallowable costs.

Payment for Services

A. The cost of services received shall not exceed the total budgeted amount as stated in this Section, Agreement Amount.

B. TTBH shall have the right to withhold the monthly payment to the participating law enforcement agency until the following failures have been corrected:

1. Failure to submit reports required for compliance standards
2. Failure to respond to audit reports and
3. Failure to correct identified areas of non-compliance to the satisfaction of TTBH within (30) days upon receipt of notification.

C. Participating law enforcement agency agrees to establish controls that ensure the expenditures charged to program activities are allowable. Participating law enforcement agency must have prior approval from TTBH on all expenditures, i.e., salary increases, furniture, equipment, and emergency expenses.

D. Participating law enforcement agency shall be liable to TTBH for full repayment of funds in the event of their use for any purpose other than stated herein. Services or expenditures submitted by participating law enforcement agency that cannot be verified will be disallowed for reimbursement. Any unauthorized expenditures will be reimbursed to TTBH within thirty (30) working days. (See Unallowable Costs Section)

E. TTBH shall require participating law enforcement agency to provide monthly financial status reports (FSR) within thirty (30) working days following the end of the reporting period. FSR's shall include the following:

1. Total approved budgeted amounts detailed by line items;
2. Total current monthly program expenses detailed by line items;
3. Year-to-date (cumulative) program expenses detailed by line item;
4. Remaining budget balance detailed by line item.

This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, or any other disruption of current appropriated funding for this contract, TTBH may restrict, reduce, or terminate funding under this agreement. TTBH will provide sixty (60) days prior written notice to all parties of any action taken under this provision.

X. Term

This Interlocal Agreement will be effective from July 15th, 2014 to September 30, 2016. Notwithstanding any other provision herein to the contrary, this agreement's implementation and continuation are contingent upon the availability of funds appropriated under this agreement and being made available to TTBH. This agreement may be automatically renewed annually based on based on mutual agreement of all parties. This agreement may be terminated without cause at any time with 60 days written notice.

XI. Compliance with All Laws

All parties to this agreement will act, at all times in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws.

XII. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged.

XIII. Breach of Obligation

This agreement contains in its entirety all of the performances to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire agreement and shall give the other parties the right to terminate this agreement.

XIV. Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this agreement shall be performable in Cameron, Hidalgo and Willacy Counties, Texas. Executed by the respective parties singularly or an identical duplicate of this document on the dates stated below at the office or facility of the said County's or Municipality's governing body in Cameron, Hidalgo and Willacy Counties, Texas.

TROPICAL TEXAS BEHAVIORAL HEALTH

_____

W. Terry Crocker
Chief Executive Officer

COUNTY OF HIDALGO, TEXAS
COUNTY JUDGE

_____

_____

_____

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 8 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Const Pct 1 Tropical Tx Behav.Health (~~291-01~~) (291-013) DATE: 7/2/2014

CURRENT POSITION TITLE: CURRENT SLOT #: 0001 & 0002

REQUESTED POSITION TITLE: Deputy Constable Step 1

REQUEST FOR:

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

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

POSITION SALARY REQUEST:

Salary Amount:

$ 0.00	$ 39,140.00 x 2	$ 78,280.00
Current Budgeted Salary	Proposed Budgeted Salary	Net Change

Position to be funded from one of the following:

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

[x] Other Interlocal with TTBH/TX Healthcare Transformation and Quality Improvement Program (1115 Waiver)

POSITION Type:

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

Full Time Employee Object 121 [ ] Part Time Temporary Object 122 [ ] $ 18.82 Hourly Rate "2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS: N/A

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

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

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

Interlocal Agreement between Hidalgo County & Tropical Texas Behavioral Health through Hidalgo County Pct. 1 Constable Office. Deputies will participate in the Mental Health Peace Officer Program to assist youth and adults who are in mental health crisis.

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

Deputies will participate full time in the newly developed Mental Health Peace Officer Program through Tropical Texas Behavioral Health

(see attached Interlocal Agreement)

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	07-02-14 Date	FUNDING AVAILABLE IN DEPT. BUDGET	☐	YES	☒ NO
2.	Esther A. Cortez by Sylvia Rios HUMAN RESOURCES DIRECTOR	07.08.14 Date	PERSONNEL PROCEDURES COMPLETED	☑	YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	09.10.14 Date	BUDGET PROCEDURES COMPLETED	☑	YES	☐ NO
4.	COMMISSONERS' COURT APPROVAL	Date				

HIDALGO COUNTY CONSTABLE

DEPUTY CONSTABLE

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

Serve warrants and make arrests

Patrols an assigned area, generally by vehicle to prevent crimes and enforces laws and regulations

Issues traffic citations, directs traffic and assists other law enforcement agencies in working accidents

Investigates traffic accidents and crimes against persons and property, and assists federal, state and local law enforcement officials

Keeps record of activities and prepare reports concerning crimes, complaints, accidents and investigations

Questions witnesses and suspects and take statements

Gathers and labels evidence, takes photographs and fingerprints, guard and transports prisoners, and testifies in court

Transports and books prisoners

Serve as substitute dispatcher or bailiff as required

Train new deputies and reserves in performance of various job duties

Respond to emergency calls and routine complaints and takes action as necessary

May assist emergency vehicles on escorts and on traffic control

Regular attendance is a must

Ability to work well with others

Performs other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

One (1) year of law enforcement experience

Experience as a dispatcher or peace officer

Must have good computer skills

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Certificates, Licenses, Registrations

Must possess basic certification by the Texas Commission on Law Enforcement Officer Standards and Education

May be required to be certified as a Jailer or Radar Operator

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Clean driving record

May be required to post a bond or security

Other Skills and Abilities

Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws

Ability to establish and maintain effective working relationships with other law enforcement officials, agencies and the general public

Ability to analyze situations and adopt a quick, effective and reasonable course of action

Ability to communicate effectively orally and in writing

May be required to type accurately at a speed of at least forty (40) words per minute

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of County

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's
- safety regulations

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, July 15, 2014**

Agenda Item: **45403**

Summary of request/proposal:
CONSTABLE PRECINCT NO. 1- TROPICAL TEXAS BEHAVIORAL HEALTH (1285):
APPROVAL TO CREATE THE FOLLOWING FULL TIME ENTRY LEVEL POSITIONS:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1285	DEPUTY CONSTABLE (STEP I)	0001	113	0.00	39,140.00	39,140.00
1285	DEPUTY CONSTABLE (STEP I)	0002	113	0.00	39,140.00	39,140.00
	TOTAL SALARIES			**0.00**	**78,280.00**	**78,280.00**
1285	DEPUTY CONSTABLE (STEP I)- *LONGEVITY PAY*	0001	115	0.00	300.00	300.00
1285	DEPUTY CONSTABLE (STEP I)- *LONGEVITY PAY*	0002	115	0.00	300.00	300.00
	TOTAL LONGEVITY			**0.00**	**600.00**	**600.00**
1285	DEPUTY CONSTABLE (STEP I)- *SUPPLEMENTAL PAY*	0001	117	0.00	4,800.00	4,800.00
1285	DEPUTY CONSTABLE (STEP I)- *SUPPLEMENTAL PAY*	0002	117	0.00	4,800.00	4,800.00
	TOTAL SUPPLEMENTAL PAY			**0.00**	**9,600.00**	**9,600.00**
	TOTAL			**0.00**	**88,480.00**	**88,480.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1285-421-00-291-013-4-	113	CONST PCT 1- TROP. TX BEH HEAl	REGULAR FULL TIME	$16,556.22
4-1285-421-00-291-013-4-	115	CONST PCT 1- TROP. TX BEH HEAl	LONGEVITY PAY	$126.90
4-1285-421-00-291-013-4-	117	CONST PCT 1- TROP. TX BEH HEAl	SUPPLEMENTAL PAY	$2,030.40
4-1285-421-00-291-013-4-	211	CONST PCT 1- TROP. TX BEH HEAl	HEALTH INSURANCE	$2,380.64
4-1285-421-00-291-013-4-	212	CONST PCT 1- TROP. TX BEH HEAl	LIFE INSURANCE	$15.88
4-1285-421-00-291-013-4-	220	CONST PCT 1- TROP. TX BEH HEAl	FICA	$1,431.58
4-1285-421-00-291-013-4-	230	CONST PCT 1- TROP. TX BEH HEAl	RETIREMENT	$2,037.90
4-1285-421-00-291-013-4-	250	CONST PCT 1- TROP. TX BEH HEAl	UNEMPLOYMENT COMP	$106.66
4-1285-421-00-291-013-4-	260	CONST PCT 1- TROP. TX BEH HEAl	WORKER'S COMP	$467.84
			2014 Budgetary Impact	**$25,154.02**

Possible Funding Sources: **FUNDS FROM INTERLOCAL AGREEMENT- TEXAS BEHAVIORAL HEALTH**

Comments:

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1285-421-00-291-013-4

AI - 45403

TROP. TX BEH HEALTH

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		APPROVAL TO CREATE THE FOLLOWING FULL-TIME ENTRY LEVEL LAW ENFORCEMENT POSITIONS:														
0001	113	DEPUTY CONSTABLE (STEP I)	0.00	39,140.00	39,140.00	0.00	0.00	0.00	39,140.00	0.00	300.00	0.00	4,800.00	0.00	0.00	0.00
0002	113	DEPUTY CONSTABLE (STEP I)	0.00	39,140.00	39,140.00	0.00	0.00	0.00	39,140.00	0.00	300.00	0.00	4,800.00	0.00	0.00	0.00
			0.00	78,280.00	78,280.00		0.00	0.00	78,280.00	0.00	600.00	0.00	9,600.00	0.00	0.00	0.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.
PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

DATE: July 10, 2014

DEPARTMENT HEAD: Sergio Cruz

2014
Appropriation

AI# 45403

DEPARTMENT NAME: Dept of Budget & Mgmt for Constable Precinct# 1

ACCOUNT NUMBER: 4-1285-421-00-291-013-4-XXX

Contact Person: Rosie Cantu **Ph#** (956) 292-7025 ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1285-421-00-291-013-4-113	Const Pct 1 - Trop. Tx Beh Health-Salaries - F/T Employees	183,138.22
4-1285-421-00-291-013-4-115	Const Pct 1 - Trop. Tx Beh Health-Longevity Pay	1,686.90
4-1285-421-00-291-013-4-117	Const Pct 1 - Trop. Tx Beh Health-Supplemental Pay	21,230.40
4-1285-421-00-291-013-4-131	Const Pct 1 - Trop. Tx Beh Health-Overtime	30,180.56
4-1285-421-00-291-013-4-211	Const Pct 1 - Trop. Tx Beh Health-Health Insurance	26,609.44
4-1285-421-00-291-013-4-212	Const Pct 1 - Trop. Tx Beh Health-Life Insurance	166.12
4-1285-421-00-291-013-4-220	Const Pct 1 - Trop. Tx Beh Health-FICA	18,072.06
4-1285-421-00-291-013-4-230	Const Pct 1 - Trop. Tx Beh Health-Retirement	26,949.92
4-1285-421-00-291-013-4-250	Const Pct 1 - Trop. Tx Beh Health-Unemployment Comp.	1,408.74
4-1285-421-00-291-013-4-260	Const Pct 1 - Trop. Tx Beh Health-Worker's Compensation	7,191.76
	TOTAL APPROPRIATION	**316,634.12**
4-1285-337-00-291-013-4-000	Const Pct 1 - Trop. Tx Beh Health - Revenue	316,634.12
	TOTAL REVENUE	**316,634.12**
	TOTAL BUDGET INCREASE (DECREASE)	**316,634.12**

REASON: To appropriate funds from Interlocal Agreement between Hidalgo County and Tropical Texas Behavioral Health (TTBH). Funds will cover the **prorated** salaries, overtime wages, allowances and fringe benefits of 2 entry level deputy constable positions (interlocal period 07/15/14 to 09/30/16).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

COUNTY of HIDALGO

EDINBURG, TEXAS 78539

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

July 14, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners' court the receipt of all revenue from intergovernmental contracts that are available for disbursement in a fiscal year but not included in the budget for the fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount from the Tropical Texas Behavioral Health for the Mental Health Officer Program. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$316,634.12	M.H.O.P (Mental Health Officer Program) Constable Precinct No. 1

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/14/14
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-45278 **Constables 9. C.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: Constable A. **Submitted By:** Nayla Munoz, CONSTABLE PCT. #4

Department: CONSTABLE PCT. #4

Information

CAPTION

Constable Pct.#4:
Discussion, consideration, and approval to appoint Orlando Lopez as a Reserve Deputy Constable by Constable A. "J.R." Gaitan, Constable Precinct 4 in accordance with Texas Local Government Code Section 86.012

BACKGROUND

Sec. 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

Approval to appoint Orlando Lopez as a Reserve Deputy Constable

Attachments

LocalCode

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/01/2014 10:01 AM
Obdett Calzada	Debbie Tamez	07/03/2014 01:59 PM
Manuel Chapa	Manuel Chapa	07/03/2014 02:59 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Nayla Munoz Started On: 07/01/2014 08:09 AM

Final Approval Date: 07/11/2014

LOCAL GOVERNMENT CODE

CHAPTER 86. CONSTABLE

SUBCHAPTER A. GENERAL PROVISIONS

§ 86.001. ELIGIBILITY TO SERVE AFTER BOUNDARY CHANGE. A person who has served as the constable of a precinct for 10 or more consecutive years before a change is made in the boundaries of the precinct is not ineligible for reelection in the precinct because of residence outside the precinct if the constable's residence is within the boundaries of the precinct as they existed before the change.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.002. OATH; BOND. (a) Before entering on the duties of office, a person who is elected to the office of constable must execute a bond with two or more good and sufficient sureties or with
a solvent surety company authorized to do business in this state. The bond must be payable to the governor and the governor's successors in office and conditioned that the constable will faithfully perform the duties imposed by law. The bond must be approved by the commissioners court of the county. The commissioners court shall set the bond in an amount of not less than
$500 or more than $1,500.

(b) A person who is elected constable must also take and sign the constitutional oath of office. The oath shall be endorsed

on the bond, together with the certificate of the officer who administers the oath. The bond and oath must be deposited and recorded in the office of the clerk of the county court.

(c) The bond is not void on the first recovery but may be sued on from time to time in the name of an injured party until the whole amount of the bond is recovered.

(d) A person who is elected or appointed to the office of constable and who has given the necessary bond and taken the oath of
office may immediately perform the duties of the office. The acts of the constable are as valid in law as if the constable were commissioned.

(e) Repealed by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1995, 74th Leg., ch. 683, § 1, eff. Aug. 28, 1995; Acts 2005, 79th Leg., ch. 1094, § 18, eff. Sept. 1, 2005.

§ 86.0021. QUALIFICATIONS; REMOVAL. (a) A person is not eligible to serve as constable unless:

(1) the person is eligible to be licensed under Sections 1701.309 and 1701.312, Occupations Code, and:

(A) has at least an associate's degree conferred
by an institution of higher education accredited by an accrediting organization recognized by the Texas Higher Education Coordinating Board;

(B) is a special investigator under Article 2.122(a), Code of Criminal Procedure; or

(C) is an honorably retired peace officer or honorably retired federal criminal investigator who holds a certificate of proficiency issued under Section 1701.357, Occupations Code; or

(2) the person is an active or inactive licensed peace officer under Chapter 1701, Occupations Code.

(b) On or before the 270th day after the date a constable takes office, the constable shall provide, to the commissioners court of the county in which the constable serves, evidence that the constable has been issued a permanent peace officer license under Chapter 1701, Occupations Code. A constable who fails to provide evidence of licensure under this subsection or who fails to maintain a permanent license while serving in office forfeits the office and is subject to removal in a quo warranto proceeding under Chapter 66, Civil Practice and Remedies Code.

(c) The license requirement of Subsection (b) supersedes the license requirement of Section 1701.302, Occupations Code.

Added by Acts 1997, 75th Leg., ch. 884, § 3, eff. Jan. 1, 1998. Amended by Acts 1999, 76th Leg., ch. 877, § 1, eff. Aug. 30, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.821, eff. Sept. 1, 2001; Acts 2005, 79th Leg., ch. 954, § 1, eff. June 18, 2005.

§ 86.003. NEW BOND; REMOVAL. (a) If any of the sureties of a constable dies, permanently moves from this state, becomes insolvent, or is released from liability as provided by law or if the commissioners court determines that the bond of the constable is insufficient, the court shall issue a citation that requires the constable to appear at a time set in the citation, after the 10th day but on or before the 30th day after the date the citation is issued, in order to execute a new bond with good and sufficient surety.

(b) If the constable neglects or refuses to appear to execute the bond at the designated time, the constable shall cease to perform the duties of the office and shall be removed from office

by the judge of the district court in the manner provided by law for
the removal of county officers.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

SUBCHAPTER B. DEPUTIES

§ 86.011. APPOINTMENT OF DEPUTY CONSTABLE. (a) An elected constable who desires to appoint a deputy must apply in writing to the commissioners court of the county and show that it is necessary to appoint a deputy in order to properly handle the business of the constable's office that originates in the constable's precinct. The application must state the name of the proposed deputy. The commissioners court shall approve and confirm the appointment of the deputy only if the commissioners court determines that the constable needs a deputy to handle the business originating in the precinct.

(b) Each deputy constable must qualify in the manner provided for deputy sheriffs.

(c) The constable is responsible for the official acts of each deputy of the constable. The constable may require a deputy to post a bond or security. A constable may exercise any remedy against a deputy or the deputy's surety that a person may exercise against the constable or the constable's surety.

(d) A person commits an offense if the person:

(1) serves as a deputy constable and the person has not been appointed as provided by Subsection (a); or

(2) is a constable and issues a deputyship without the

consent and approval of the commissioners court.

(e) An offense under Subsection (d) is punishable by a fine of not less than $50 or more than $1,000.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.012. RESERVE DEPUTY CONSTABLES. (a) The commissioners court of a county may authorize a constable of the county to appoint reserve deputy constables. The commissioners court may limit the number of reserve deputy constables that a constable may appoint.

(b) A reserve deputy constable serves at the discretion of the constable and may be called into service at any time that the constable considers it necessary to have additional officers to preserve the peace and enforce the law. The constable may authorize a reserve deputy constable who is a peace officer as described by Article 2.12, Code of Criminal Procedure, to carry a weapon or act as a peace officer at all times, regardless of whether the reserve deputy constable is engaged in the actual discharge of official duties, or may limit the authority of the reserve deputy constable to carry a weapon or act as a peace officer to only those times during which the reserve deputy constable is engaged in the actual discharge of official duties. A reserve deputy constable who is not a peace officer as described by Article 2.12, Code of Criminal Procedure, may act as a peace officer only during the actual discharge of official duties. A reserve deputy constable, regardless of whether the reserve deputy constable is a peace officer as described by Article 2.12, Code of Criminal Procedure, is not:

(1) eligible for participation in any program provided by the county that is normally considered a financial benefit of

full-time employment or for any pension fund created by statute for the benefit of full-time paid peace officers; or

(2) exempt from Chapter 1702, Occupations Code.

(c) A reserve deputy constable must take the official oath and must execute a bond in the amount of $2,000, payable to the constable. The oath and bond must be filed with the county clerk of the county in which the appointment is made. The oath and bond must be given before the reserve deputy constable's entry on duty and simultaneously with the officer's appointment.

(d) While actively engaged in an assigned duty at the call of the constable, a reserve deputy constable is vested with the same rights, privileges, and duties of any other peace officer in this state.

(e) The county and the constable do not incur any liability by reason of the appointment of a reserve deputy constable if the reserve deputy constable incurs a personal injury while serving in that capacity.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1999, 76th Leg., ch. 90, § 3, eff. Sept. 1, 1999; Acts 2001, 77th Leg., ch. 1420, § 14.822, eff. Sept. 1, 2001.

SUBCHAPTER C. POWERS AND DUTIES

§ 86.021. GENERAL POWERS AND DUTIES. (a) A constable shall execute and return as provided by law each process, warrant, and precept that is directed to the constable and is delivered by a lawful officer. Notices required by Section 24.005, Property Code, relating to eviction actions are process for purposes of this section that may be executed by a constable.

(b) A constable may execute any civil or criminal process throughout the county in which the constable's precinct is located and in other locations as provided by the Code of Criminal Procedure or by any other law.

(c) A constable expressly authorized by statute to perform an act or service, including the service of civil or criminal process, citation, notice, warrant, subpoena, or writ, may perform the act or service anywhere in the county in which the constable's precinct is located.

(d) Regardless of the Texas Rules of Civil Procedure, all civil process may be served by a constable in the constable's county or in a county contiguous to the constable's county, except that a constable who is a party to or interested in the outcome of a suit may not serve any process related to the suit.

(e) The constable shall attend each justice court held in the precinct.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987. Amended by Acts 1989, 71st Leg., ch. 1, § 13(a), eff. Aug. 28, 1989; Acts 1997, 75th Leg., ch. 884, § 1, eff. Jan. 1, 1998.

§ 86.022. POWER TO SUMMON RESIDENT ASSISTANCE. (a) If a constable encounters resistance in the execution of any lawful process or in the arrest of an offender, the constable may call for assistance any resident of the county who is convenient.

(b) A person who fails or refuses to obey a call for assistance may, on the motion of the constable, be fined by a justice of the peace in the manner provided for contempt. The amount of the fine may not exceed $10. The person who is accused of not providing assistance must be given three days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.023. COLLECTION LIABILITY. If, for collection, a constable receives a bond, bill, note, or account from any person and the constable gives a receipt in an official capacity for the instrument or account, the constable and the constable's sureties are liable under the constable's bond for the amount collected if the constable fails to pay the amount on demand to the person for whom the constable made the collection.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.024. FAILURE TO EXECUTE PROCESS. (a) If a constable fails or refuses to execute and return according to law a process, warrant, or precept that is lawfully directed and delivered to the constable, the constable shall be fined for contempt before the court that issued the process, warrant, or precept on the motion of the person injured by the failure or refusal.

(b) The fine shall be set at not less than $10 or more than $100, with costs. The fine shall be for the benefit of the injured person. The constable must be given 10 days' notice of the motion.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

§ 86.025. UNFINISHED BUSINESS. If a constable vacates the office for any reason, all unfinished business shall be transferred to the succeeding constable and completed in the same manner as if the successor had begun the business.

Acts 1987, 70th Leg., ch. 149, § 1, eff. Sept. 1, 1987.

AI-45404 **Constables 9. D.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: Constable Precinct No. 4 **Submitted By:** Rosie Cantu, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Constable Pct. #4- Tropical Texas Behavioral Health Interlocal (1285):
1. Discussion, consideration and approval to enter into an Interlocal Agreement between Hidalgo County and Tropical Texas Behavioral Health (TTBH) for participation in the Mental Health Officer Program.
2. Authorization to pay overtime reimbursable under the interlocal agreement terms and conditions.
3. Authorization for County Judge, as authorized official, to sign interlocal agreement award and related documents.
4. Approval of Certification of Revenues as certified by the County Auditor.
5. Approval to create the following position:

Action	Slot #	Position Title	Budgeted Salary
Create	0001	Deputy Constable Step I	$39,140.00

6. Approval of appropriation of funds.
7. Approval of salary schedule.

BACKGROUND

Interlocal Agreement between Hidalgo County Constable Precinct No. 4 Tropical Texas Behavioral Health (TTBH)

Interlocal Agreement Expiration Date- September 30, 2016.

Employee slots will be terminated should the Interlocal not be renewed by September 30, 2016.

Specialized mental health intervention services will be provided to individuals (youth and adults) who are in mental health crisis. Approximately eighteen (18) certified Mental Health Officers will be recruited from participating law enforcement agencies and engaged to serve in the Mental Health Officer Program (MHO Program) serving Hidalgo, Cameron and Willacy Counties and will provide an intervention for a targeted behavioral health population to prevent unnecessary use of services in a specified setting (i.e., the criminal justice system, emergency rooms, and psychiatric inpatient hospital admissions).

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1285-421-00-294-013-4-XXX

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

BUDGETARY IMPACT:

Interlocal Agreement between Hidalgo County Constable Precinct No. 4 & Tropical Texas Behavioral Health (TTBH)

Interlocal Agreement Expiration Date- September 30, 2016.

Revenue Account: Const Pct 4 - Trop. Tx Beh Health 4-1285-337-00-294-013-4-000

Appropriation in the amount of $158,317.06

Participating law enforcement agency monthly expenses for the Mental Health Officer Program (MHOP) participation shall be reimbursed by TTBH with funds encumbered for this purpose by TTBH.

TTBH shall reimburse one hundred percent (100%) of the salary, allowances and fringe benefits approved by TTBH for each officer assigned to the Mental Health Officer Program.

Reimbursement for any other operating expenses will require prior approval by TTBH. All requests for reimbursement will be subject to the submission of documentation, such as time sheets, indicating that expenditures have been made.

Attachments

SALARIES WORKSHEET INCLUDING OT
PAR & JOB DESCRIPTION
SALARY SCHEDULE
FISCAL NOTE
Appropriation
ICA
legal
COR

Form Review

Inbox	Reviewed By	Date
Rosalinda Cantu (Originator)	Rosie Cantu	07/11/2014 03:54 PM
Budget & Management	Debbie Tamez	07/11/2014 04:10 PM
Human Resources	Nereida Garza	07/11/2014 04:38 PM
Obdett Calzada	Obdett Calzada	07/11/2014 04:55 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Rosie Cantu Started On: 07/09/2014

Final Approval Date: 07/11/2014

INTERLOCAL AGREEMENT
CONSTABLE PRECINCT NO. 4- TROPICAL TEXAS BEHAVIORAL HEALTH
OVERTIME SALARIES BUDGET WORKSHEET

AI 45404

07/15/14 to 09/30/14

SLOT #	POSITION TITLE	2014 BUDGETED SALARY	2014 RATE OF PAY	2014 OVRT. RATE OF PAY	OVRTM. HRS	2014 OVERTIME PAY	FICA 7.65%	RETIRE. 10.89%	UNEMP. COMP 0.57%	W/C 2.50%	TOTAL FRINGES	TOTAL COMPEN.
0001	***DEPUTY CONSTABLE STEP I	$39,140.00	$18.82	$28.23	179.3848	$5,064.03	$387.40	$551.47	$28.86	$126.60	$1,094.33	$6,158.36
	TOTAL	**$39,140.00**	**-**	**-**	**179.3848**	**$5,064.03**	**$387.40**	**$551.47**	**$28.86**	**$126.60**	**$1,094.33**	**$6,158.36**

10/01/14 to 09/30/15

SLOT #	POSITION TITLE	2014/ 2015 BUDGETED SALARY	2014/ 2015 RATE OF PAY	2014/ 2015 OVRT. RATE OF PAY	OVRTM. HRS	2014/ 2015 OVERTIME PAY	FICA 7.65%	RETIRE. 11.28%	UNEMP. COMP 0.60%	W/C 3.12%	TOTAL FRINGES	TOTAL COMPEN.
0001	***DEPUTY CONSTABLE STEP I	$40,314.00	$19.38	$29.07	172.7236	$5,021.08	$384.11	$566.38	$30.13	$156.66	$1,137.28	$6,158.36
	TOTAL	**$40,314.00**	**-**	**-**	**172.7236**	**$5,021.08**	**$384.11**	**$566.38**	**$30.13**	**$156.66**	**$1,137.28**	**$6,158.36**

10/01/15 to 09/30/16

SLOT #	POSITION TITLE	2015/ 2016 BUDGETED SALARY	2015/ 2016 RATE OF PAY	2015/ 2016 OVRT. RATE OF PAY	OVRTM. HRS	2015/ 2016 OVERTIME PAY	FICA 7.65%	RETIRE. 11.67%	UNEMP. COMP 0.60%	W/C 3.12%	TOTAL FRINGES	TOTAL COMPEN.
0001	***DEPUTY CONSTABLE STEP II	$42,977.00	$20.66	$30.99	161.5092	$5,005.17	$382.90	$584.10	$30.03	$156.16	$1,153.19	$6,158.36
	TOTAL	**$42,977.00**	**-**	**-**	**161.5092**	**$5,005.17**	**$382.90**	**$584.10**	**$30.03**	**$156.16**	**$1,153.19**	**$6,158.36**
	GRAND TOTALS	**$122,431.00**	**-**	**-**	**513.62**	**$15,090.28**	**$1,154.41**	**$1,701.95**	**$89.02**	**$439.42**	**$3,384.80**	**$18,475.08**

DBM-rc
07-10-14

INTERLOCAL AGREEMENT
CONSTABLE PRECINCT NO. 4- TROPICAL TEXAS BEHAVIORAL HEALTH
SUMMARY OF
SALARIES & OVERTIME BUDGET WORKSHEET

AI- 45404

	SALARIES	OVERTIME	LONG. PAY	SUPPL. PAY	HEALTH INS. 6,205.00	LIFE INS. 37.56	FICA 7.65%	RETIRE. 11.67%	UNEMP. COMP 0.60%	W/C 3.12%	TOTAL
	$0.00	$15,090.28	$0.00	$0.00	$0.00	$0.00	$1,154.41	$1,701.95	$89.02	$439.42	$18,475.08
	$91,569.11		$843.45	$10,615.20	$13,304.72	$83.06	$7,881.62	$11,773.01	$615.35	$3,156.46	$139,841.98
TOTALS	**$91,569.11**	**$15,090.28**	**$843.45**	**$10,615.20**	**$13,304.72**	**$83.06**	**$9,036.03**	**$13,474.96**	**$704.37**	**$3,595.88**	**$158,317.06**

DBM-rc
07-10-14

INTERLOCAL AGREEMENT
CONSTABLE PRECINCT NO. 4- TROPICAL TEXAS BEHAVIORAL HEALTH
SALARIES BUDGET WORKSHEET

AI 45404

								PRORATED 07/15/14 to 09/30/14											
SLOT #	POSITION TITLE	2013 BUDGETED SALARY	COLA 3%	2014 BUDGETED SALARY	LONG. PAY	SUPPL. PAY	TOTAL SALARY & ALLOW.	2014 BUDGETED SALARY	LONG. PAY	SUPPL. PAY	TOTAL SALARY & ALLOW.	HEALTH INS. 5,628.00	LIFE INS. 37.56	FICA 7.65%	RETIRE. 10.89%	UNEMP. COMP 0.57%	W/C 2.50%	TOTAL FRINGES	TOTAL COMPEN.
0001	***DEPUTY CONSTABLE STEP I	$39,140.00	$0.00	$39,140.00	$300.00	$4,800.00	$44,240.00	$8,278.11	$63.45	$1,015.20	$9,356.76	1,190.32	7.94	$715.79	$1,018.95	$53.33	$233.92	$3,220.25	$12,577.01
	TOTAL	**$39,140.00**	**$0.00**	**$39,140.00**	**$300.00**	**$4,800.00**	**$44,240.00**	**$8,278.11**	**$63.45**	**$1,015.20**	**$9,356.76**	**$1,190.32**	**$7.94**	**$715.79**	**$1,018.95**	**$53.33**	**$233.92**	**$3,220.25**	**$12,577.01**

***POSITIONS TO BE CREATED AT STEP 1 LEVEL $39,140.00

								PRORATED 10/01/14 to 09/30/15											
SLOT #	POSITION TITLE	2014 BUDGETED SALARY	COLA 3%	2015 BUDGETED SALARY	LONG. PAY	SUPPL. PAY	TOTAL SALARY & ALLOW.	2015 BUDGETED SALARY	LONG. PAY	SUPPL. PAY	TOTAL SALARY & ALLOW.	HEALTH INS. 5,909.40	LIFE INS. 37.56	FICA 7.65%	RETIRE. 11.28%	UNEMP. COMP 0.60%	W/C 3.12%	TOTAL FRINGES	TOTAL COMPEN.
0001	***DEPUTY CONSTABLE STEP I	$39,140.00	$1,174.00	$40,314.00	$360.00	$4,800.00	$45,474.00	$40,314.00	$360.00	$4,800.00	$45,474.00	5,909.40	37.56	$3,478.76	$5,129.47	$272.84	$1,418.79	$16,246.82	$61,720.82
	TOTAL	**$39,140.00**	**$1,174.00**	**$40,314.00**	**$360.00**	**$4,800.00**	**$45,474.00**	**$40,314.00**	**$360.00**	**$4,800.00**	**$45,474.00**	**$5,909.40**	**$37.56**	**$3,478.76**	**$5,129.47**	**$272.84**	**$1,418.79**	**$16,246.82**	**$61,720.82**

***3% COLA INCREASE .

								PRORATED 10/01/15 to 09/30/16											
SLOT #	POSITION TITLE	2015 BUDGETED SALARY	COLA 3%	2016 BUDGETED SALARY	LONG. PAY	SUPPL. PAY	TOTAL SALARY & ALLOW.	2016 BUDGETED SALARY	LONG. PAY	SUPPL. PAY	TOTAL SALARY & ALLOW.	HEALTH INS. 6,205.00	LIFE INS. 37.56	FICA 7.65%	RETIRE. 11.67%	UNEMP. COMP 0.60%	W/C 3.12%	TOTAL FRINGES	TOTAL COMPEN.
0001	***DEPUTY CONSTABLE STEP II	$41,725.00	$1,252.00	$42,977.00	$420.00	$4,800.00	$48,197.00	$42,977.00	$420.00	$4,800.00	$48,197.00	6,205.00	37.56	$3,687.07	$5,624.59	$289.18	$1,503.75	$17,347.15	$65,544.15
	TOTAL	**$41,725.00**	**$1,252.00**	**$42,977.00**	**$420.00**	**$4,800.00**	**$48,197.00**	**$42,977.00**	**$420.00**	**$4,800.00**	**$48,197.00**	**$6,205.00**	**$37.56**	**$3,687.07**	**$5,624.59**	**$289.18**	**$1,503.75**	**$17,347.15**	**$65,544.15**

***3% COLA & NEXT STEP INCREASE.

	GRAND TOTALS	**$120,005.00**	**$2,426.00**	**$122,431.00**	**$1,080.00**	**$14,400.00**	**$137,911.00**	**$91,569.11**	**$843.45**	**$10,615.20**	**$103,027.76**	**$13,304.72**	**$83.06**	**$7,881.62**	**$11,773.01**	**$615.35**	**$3,156.46**	**$36,814.22**	**$139,841.98**

DBM-rc
07-10-14

HIDALGO COUNTY
Personnel Adjustment Request Form

RECEIVED
JUL - 9 2014
HUMAN RESOURCES

DEPARTMENT NAME/NUMBER: Constable Precinct 4 - Tropical Tx Behav. Health (~~294-004~~ 294-013 RL) **DATE:** July 9, 2014

CURRENT POSITION TITLE: **CURRENT SLOT. #:** 0001

REQUESTED POSITION TITLE: Deputy Constable Step I
(For new positions or reclassifications)

REQUEST FOR:

☑ New Position ☐ Temporary Position ☐ Position Reclassification* ☐ Other _____

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

POSITION SALARY REQUEST:

Salary Amount: $ _____ (Current Budgeted Salary) $ 39,140.00 (Proposed Budgeted Salary) $ 39,140.00 (Net Change)

Position to be funded from one of the following:

☐ Current Department Budget ☐ Annual Budget Cycle ☐ Will Require Additional Funds

☑ Other Interlocal with TTBH/TX Healthcare Transformation and Quality Improvement Program (1115 Waiver)

POSITION Type:

Full Time Employee Object 113 ☑ Part Time Employee Object 114 ☐

Full Time Temporary Object 121 ☐ Part Time Temporary Object 122 ☐

Enter hourly rate for temp. positions
$ 18.82
Hourly Rate * 2,080 hrs. per year = Annual Salary

TEMPORARY POSITIONS:

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

CIVIL SERVICE:		FLSA:	
Exempt	☐	Exempt	☐
Non-Exempt	☑	Non-Exempt	☑
N/A	☐		

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

Interlocal agreement between Hidalgo County and Tropical Texas Behavioral Health through Hidalgo County Constable Precinct 4's Office. Deputy will participate in the Mental Health Officer Program created to assist youth and adults who are in a mental health crisis.

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

Deputy will participate full time in the newly developed Mental Health Officer Program through Tropical Texas Behavioral Health.

(see the attached Interlocal Agreement)

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

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

HUMAN RESOURCES: Classification and Salary Recommendation

BUDGET & MANAGEMENT: Classification and Salary Recommendation

1.	DEPARTMENT HEAD	7-9-14 DATE	FUNDING AVAILABLE IN DEPT. BUDGET	☐ YES	☐ NO
2.	Esther A. Cortez for Sylvia Rios HUMAN RESOURCES DIRECTOR	07.09.14 DATE	PERSONNEL PROCEDURES COMPLETED	☑ YES	☐ NO
3.	DEPARTMENT OF BUDGET & MANAGEMENT	07.10.14 DATE	BUDGET PROCEDURES COMPLETED	☑ YES	☐ NO
4.	COMMISSIONERS COURT APPROVAL	DATE			

HIDALGO COUNTY CONSTABLE

DEPUTY CONSTABLE

GENERAL DESCRIPTION

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

EXAMPLES OF WORK PERFORMED

Serve warrants and make arrests

Patrols an assigned area, generally by vehicle to prevent crimes and enforces laws and regulations

Issues traffic citations, directs traffic and assists other law enforcement agencies in working accidents

Investigates traffic accidents and crimes against persons and property, and assists federal, state and local law enforcement officials

Keeps record of activities and prepare reports concerning crimes, complaints, accidents and investigations

Questions witnesses and suspects and take statements

Gathers and labels evidence, takes photographs and fingerprints, guard and transports prisoners, and testifies in court

Transports and books prisoners

Serve as substitute dispatcher or bailiff as required

Train new deputies and reserves in performance of various job duties

Respond to emergency calls and routine complaints and takes action as necessary

May assist emergency vehicles on escorts and on traffic control

Regular attendance is a must

Ability to work well with others

Performs other duties as may be assigned

GENERAL QUALIFICATION GUIDELINES

Experience and Education

Graduation from a high school or equivalent (GED)

One (1) year of law enforcement experience

Experience as a dispatcher or peace officer

Must have good computer skills

Bilingual (Spanish and English) with the ability to converse fluently in both languages

Certificates, Licenses, Registrations

Must possess basic certification by the Texas Commission on Law Enforcement Officer Standards and Education

May be required to be certified as a Jailer or Radar Operator

Must have a current valid Texas motor vehicle operator's license

Must be able to be insured by the County's insurance carrier

Clean driving record

May be required to post a bond or security

Other Skills and Abilities

Ability to understand and follow written and oral instructions, departmental policy, rules, regulations and laws

Ability to establish and maintain effective working relationships with other law enforcement officials, agencies and the general public

Ability to analyze situations and adopt a quick, effective and reasonable course of action

Ability to communicate effectively orally and in writing

May be required to type accurately at a speed of at least forty (40) words per minute

Employee may be assigned other duties in addition to those listed; duties may change according to the changing needs of County

PHYSICAL DEMANDS:

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

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

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

WORK ENVIRONMENT:

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

The noise level in the work environment is usually moderate.

SAFETY REQUIREMENTS:

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

- sitting for extended periods of time
- standing for extended periods of time
- operating assigned equipment

Maintain mental capacity which permits:

- making sound decisions and using good judgment
- demonstrating intellectual capabilities

Effectively handle a work environment and conditions which involve:

- working closely with others
- working in a multi-task environment

Maintain effective audio-visual discrimination and perception needed for:

- making observations
- reading and writing
- operating assigned equipment
- communication with others
- required to follow the Hidalgo County Accident Prevention Plan and department's safety regulations

HIDALGO COUNTY
COMMISSIONER COURT
2014 SALARY SCHEDULE

4-1285-421-00-294-013-4

AI - 45404

TROP. TX BEH HEALTH

Slot #	Obj Code	POSITION TITLE	2013 BUDGETED SALARY	2014 ADJUSTED SALARY	2014 BASE SALARY	% Inc.	AMOUNT INCREASE	OTHER INCREASE	2014 BUDGETED SALARY APPROVED	2014 ACTUAL SALARY	Other Allowances					2014 ACTUAL TOTAL COMPENSATION
											Longevity 115	Interpet. 116	Supplem. 117	Auto A. 118	Clothing 119	
		APPROVAL TO CREATE THE FOLLOWING FULL-TIME ENTRY LEVEL LAW ENFORCEMENT POSITIONS:														
0001	113	DEPUTY CONSTABLE (STEP I)	0.00	39,140.00	39,140.00	0.00	0.00	0.00	39,140.00	0.00	300.00	0.00	4,800.00	0.00	0.00	0.00
		TOTAL	0.00	39,140.00	39,140.00		0.00	0.00	39,140.00	0.00	300.00	0.00	4,800.00	0.00	0.00	0.00

APPROVAL OF THE ABOVE HIGHLIGHTED PERSONNEL ACTIONS.
PERSONNEL ACTIONS ARE PENDING CC APPROVAL.

HIDALGO COUNTY
DEPARTMENT OF BUDGET & MANAGEMENT
FISCAL NOTE

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

To: **Commissioner' Court**
From: **Sergio Cruz, Budget Officer**
CC Date: **Tuesday, July 15, 2014**

Agenda Item: **45404**

Summary of request/proposal:
CONSTABLE PRECINCT NO. 4- TROPICAL TEXAS BEHAVIORAL HEALTH (1285):
APPROVAL TO CREATE THE FOLLOWING FULL TIME ENTRY LEVEL POSITION:

Fund	Position	Slot #	Obj	Current Budgeted Salary Allowance	Proposed Budgeted Salary/ Allowance	Total Requested
1285	DEPUTY CONSTABLE (STEP I)	0001	113	0.00	39,140.00	39,140.00
	TOTAL SALARIES			**0.00**	**39,140.00**	**39,140.00**
1285	DEPUTY CONSTABLE (STEP I)- *LONGEVITY PAY*	0001	115	0.00	300.00	300.00
	TOTAL LONGEVITY			**0.00**	**300.00**	**300.00**
1285	DEPUTY CONSTABLE (STEP I)- *SUPPLEMENTAL PAY*	0001	117	0.00	4,800.00	4,800.00
	TOTAL SUPPLEMENTAL PAY			**0.00**	**4,800.00**	**4,800.00**
	TOTAL			**0.00**	**44,240.00**	**44,240.00**

Budgetary Impact:

INCREASE/DECREASE ACCOUNT NUMBER		ACCOUNT (OBJECT) NAME		AMOUNT
4-1285-421-00-294-013-4-	113	CONST PCT 4- TROP. TX BEH HEAl	REGULAR FULL TIME	$8,278.11
4-1285-421-00-294-013-4-	115	CONST PCT 4- TROP. TX BEH HEAl	LONGEVITY PAY	$63.45
4-1285-421-00-294-013-4-	117	CONST PCT 4- TROP. TX BEH HEAl	SUPPLEMENTAL PAY	$1,015.20
4-1285-421-00-294-013-4-	211	CONST PCT 4- TROP. TX BEH HEAl	HEALTH INSURANCE	$1,190.32
4-1285-421-00-294-013-4-	212	CONST PCT 4- TROP. TX BEH HEAl	LIFE INSURANCE	$7.94
4-1285-421-00-294-013-4-	220	CONST PCT 4- TROP. TX BEH HEAl	FICA	$715.79
4-1285-421-00-294-013-4-	230	CONST PCT 4- TROP. TX BEH HEAl	RETIREMENT	$1,018.95
4-1285-421-00-294-013-4-	250	CONST PCT 4- TROP. TX BEH HEAl	UNEMPLOYMENT COMP	$53.33
4-1285-421-00-294-013-4-	260	CONST PCT 4- TROP. TX BEH HEAl	WORKER'S COMP	$233.92
			2014 Budgetary Impact	**$12,577.01**

Possible Funding Sources: **FUNDS FROM INTERLOCAL AGREEMENT- TEXAS BEHAVIORAL HEALTH**

Comments:

Hidalgo Co. Budget Office
2/3/2005

DATE: July 10, 2014

DEPARTMENT HEAD: Sergio Cruz

2014
Appropriation

AI# 45404

DEPARTMENT NAME: Dept of Budget & Mgmt for Constable Precinct# 4

ACCOUNT NUMBER: 4-1285-421-00-294-013-4-XXX

Contact Person: Rosie Cantu **Ph#** (956) 292-7025 ext. 5408

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

Honorable Commissioners' Court of Hidalgo County:

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

INCREASE ACCOUNT NUMBER(S)	ACCOUNT (OBJECT) NAME	AMOUNT
4-1285-421-00-294-013-4-113	Const Pct 4 - Trop. Tx Beh Health-Salaries - F/T Employees	91,569.11
4-1285-421-00-294-013-4-115	Const Pct 4 - Trop. Tx Beh Health-Longevity Pay	843.45
4-1285-421-00-294-013-4-117	Const Pct 4 - Trop. Tx Beh Health-Supplemental Pay	10,615.20
4-1285-421-00-294-013-4-131	Const Pct 4 - Trop. Tx Beh Health-Overtime	15,090.28
4-1285-421-00-294-013-4-211	Const Pct 4 - Trop. Tx Beh Health-Health Insurance	13,304.72
4-1285-421-00-294-013-4-212	Const Pct 4 - Trop. Tx Beh Health-Life Insurance	83.06
4-1285-421-00-294-013-4-220	Const Pct 4 - Trop. Tx Beh Health-FICA	9,036.03
4-1285-421-00-294-013-4-230	Const Pct 4 - Trop. Tx Beh Health-Retirement	13,474.96
4-1285-421-00-294-013-4-250	Const Pct 4 - Trop. Tx Beh Health-Unemployment Comp.	704.37
4-1285-421-00-294-013-4-260	Const Pct 4 - Trop. Tx Beh Health-Worker's Compensation	3,595.88
	TOTAL APPROPRIATION	**158,317.06**
4-1285-337-00-294-013-4-000	Const Pct 4 - Trop. Tx Beh Health - Revenue	158,317.06
	TOTAL REVENUE	**158,317.06**
	TOTAL BUDGET INCREASE (DECREASE)	**158,317.06**

REASON: To appropriate funds from Interlocal Agreement between Hidalgo County and Tropical Texas Behavioral Health (TTBH). Funds will cover the **prorated** salaries, overtime wages, allowances and fringe benefits of one (1) entry level deputy constable position (interlocal period 07/15/14 to 09/30/16).

DEPARTMENT HEAD SIGNATURE

APPROVED COMMISSIONERS' COURT

/ /
DATE

ATTEST COUNTY CLERK

INTERLOCAL AGREEMENT

Hidalgo County Commissioner's Court acting by and through the Office of Constable, Precinct 4 and Tropical Texas Behavioral Health

This Agreement is made and entered into pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, between Tropical Texas Behavioral Health, hereinafter referred to as TTBH, a community mental health center and a governmental unit of the state of Texas under the provisions of Vernon's Texas Codes Annotated, Health and Safety Code, §534.001 and Hidalgo County, by and through the Precinct 4 Constables Office, referred to as the participating law enforcement agency for the purpose of creating a law enforcement task force comprised of specially trained and certified Mental Health Officers, serving across Hidalgo, Cameron and Willacy Counties, with the objectives of coordinating response to individuals in mental health crisis with the local mental health authority and decreasing preventable admissions and readmissions into the criminal justice system under the Texas Healthcare Transformation and Quality Improvement Program (1115 Waiver).

It is the intent of TTBH and participating law enforcement agency that participating law enforcement agency is an independent contractor and not an employee of TTBH for any purpose. Participating law enforcement agency and TTBH understand and agree that (a) TTBH will not withhold or pay on behalf of participating law enforcement agency any sums for income tax, unemployment insurance, social security, or any other withholding pursuant to any law or requirement of any governmental body or make available to participating law enforcement agency any of the benefits, including workers' compensation insurance coverage, afforded to employees of TTBH; (b) all such withholdings, payments and benefits, if any, are the sole responsibility of participating law enforcement agency; and (c) participating law enforcement agency will indemnify and hold harmless TTBH from any damages or liability, including attorneys' fees and legal expenses, incurred by TTBH with respect to such payments, withholdings, and benefits.

I. Objectives and Goals

Specialized mental health intervention services will be provided to individuals (youth and adults) who are in mental health crisis. Approximately eighteen (18) certified Mental Health Officers will be recruited from participating law enforcement agencies and engaged to serve in the Mental Health Officer Program (MHOP) serving Hidalgo, Cameron and Willacy Counties and will provide an intervention for a targeted behavioral health population to prevent unnecessary use of services in a specified setting (i.e., the criminal justice system, emergency rooms, and psychiatric inpatient hospital admissions). The objective is to decrease preventable admissions and readmissions into the Criminal Justice System and improve health outcomes for persons served, delivering the right care at the right time in the right setting. The Participating Law Enforcement Agency agrees to assign 1 Officer to this program.

The MHOP will recruit new/additional officers employed by the respective participating law enforcement agencies to serve in the program. Personnel, supplies and operating expenses for the task force will be funded through funds from the Texas Healthcare Transformation and Quality Improvement Program (1115 Waiver). Officers serving on the task force will have the authority to intervene in cases involving

individuals exhibiting signs and symptoms of a possible mental illness anywhere outside of the jurisdiction in which they are regularly employed throughout the catchment area of TTBH which is Cameron, Hidalgo and Willacy Counties in accordance with applicable statutes and the terms of this agreement. The participating law enforcement agencies will cooperate to improve the identification of individuals who come in contact with law enforcement for misdemeanor offenses determined to be related to the symptoms of their mental illness and who may be appropriate for diversion from the criminal justice system into routine behavioral health care services.

II. Extent of Authority

A law enforcement officer assigned by a participating law enforcement agency to the MHOP shall be empowered to enforce all laws and ordinances applicable in the jurisdictions of the cities and counties having executed an individual agreement with TTBH, including the power to make arrests and execute warrants outside the city or county from which he is assigned, but within the catchment area of TTBH. While functioning as a law enforcement officer assigned to the MHOP in a jurisdiction other than the jurisdiction from which he is assigned, all such officers shall have all the law enforcement powers of a regular law enforcement officer of such other city or county, while within the catchment area of TTBH. Nothing in this Agreement limits the authority of a law enforcement officer to act under state law, including: (1) a citizen's arrest or an extraterritorial arrest authorized under Chapter 14, Code of Criminal Procedure, or other law; or (2) an action taken in the presence of and under the direction of or to assist another peace officer with appropriate territorial jurisdiction.

III. Creation of an Advisory Board

An Advisory Board will be established for this Project. It will be comprised of the Authorized Official of each agency having executed an Interlocal agreement with TTBH and participating in the MHOP or appointed designee. The Board will be chaired by the Chief Executive Officer of TTBH or appointed designee. The TTBH Mental Health Officer Team, hereinafter referred to as MHOT, ~~-~~supervisor will also serve as a member. The Advisory Board will hold regularly scheduled quarterly meetings which will serve as a platform for the exchange of information, ideas, and recommendations regarding inter-jurisdictional coordination, law enforcement operational issues, policy development, and any other matters necessary to carry out the purposes of this agreement. Additional meetings may be called by TTBH when necessary, as dictated by Project concerns and/or determined by TTBH or Advisory Board members. Advisory Board will review reports on Project activities, as generated by the MHOT.

IV. Mental Health Officers Duties

The primary Duties of Mental Health Officers will include, but not be limited to:

- Execution of Magistrate's Order for Emergency Apprehension and Detention (Sec.28) as requested by Magistrates and/or the TTBH Mobile Crisis Outreach Teams (MCOT)
- Execution of Emergency Apprehension and Detention by Peace Officer (Sec.26) for clients identified as potentially in imminent danger of harm to self/others as identified by MCOT staff and other law enforcement agencies

- Assisting MCOT in conducting wellness checks on clients identified by TTBH MCOT as being possibly at risk
- Assisting MCOT with crisis response in the community when risk factors are present
- Transportation of individuals to inpatient Mental Health facilities for admission (both voluntary and involuntary)
- Transportation/Accompaniment of clients for medical clearance as required by inpatient facilities
- Providing safety monitoring on site as requested by MCOT staff
- Responding to crisis situations in TTBH Centers in response to announced emergency codes
- Participation in trainings as required to become familiar with Mental Health Disorders, Intellectual Disability Disorders and crisis response
- Documentation and submission of all encounters and/or interventions using established service codes within 48 hours of encounter.

Individuals selected as Mental Health Officers will meet the physical ability qualifications and requirements established by the participating law enforcement agency.

Officers will collaborate with TTBH's Mobile Crisis Outreach Teams (MCOT) and other service departments to ensure 24 hour access to necessary behavioral health consultations, appropriate outcomes for the individuals served, and to optimize the effectiveness of the program.

Oversight of day to day duties of the Officers will be the responsibility of the MHOP supervisor. Work schedules will be dedicated to mental health duties.

A. TTBH will allow officers assigned to MHOT sufficient duty time to meet with participating law enforcement agency supervisors, submit routine administrative forms, and to attend training required by the participating law enforcement agency.
B. Duty hours incurred by officers assigned to MHOT which are not related to mental health duties and are not approved by the MHOT Supervisor may be considered questionable expenditures and may be subject to non-reimbursement by TTBH.

Any disciplinary actions/performance evaluations will be the responsibility of the participating law enforcement agency. TTBH reserves the right to discontinue utilization of any individual officer assigned to the MHOP with or without cause. In cases of misconduct or poor performance, TTBH will make notification to the participating law enforcement agency and request that a replacement officer be assigned to the MHOP.

V. TTBH Responsibilities

Services funded by this interlocal agreement will be monitored through TTBH's Quality Management (QM) and Utilization Management (UM) programs. The QM/UM programs utilize several internal committees including, but not limited to, the Performance Improvement and Compliance and Utilization Management Committees, and the support of the Management of Information Systems (MIS) and Quality Management (QM) Departments, to continuously monitor performance indicators related to service

quality, health outcomes and business performance through a plan, do, study act (PDSA) quality improvement process as required by the 1115 Waiver.

VI. Training

Each officer assigned to the MHOP must become certified as a Mental Health Officer as described in Section 1701.404 of the Texas Occupations Code. Each participating law enforcement department will be responsible for ensuring that their respective officer assigned to MHOP receives 40 hours of training every 24 months as required by Section 1701.351 and 1701.352 of the Texas Occupations Code. Participating agencies will also ensure that their respective officers assigned to MHOP demonstrate weapons proficiency with all issued duty weapons as required in Section 1701.355. TTBH will allow officers sufficient time to meet all training requirements. TTBH will provide the following training to maintain a high level of knowledge and skill in intervening with persons with mental illness in the community:

- Mental Health Officer Certification Training
- Crisis Intervention
- Mental Health/Dual Diagnosis
- Cultural Sensitivity
- People First Language
- Mobile Crisis Outreach Team (MCOT) Duties
- First Aid
- Mental Health Training as identified or indicated.

VII. Seizure of Contraband and Weapons

Participating Agency agrees to retain, store, and dispose of any contraband seized by their respective Officer(s) while assigned to the MHOT according to their Department policies and law. Contraband is defined in Article 59.01 of the Texas Code of Criminal Procedure. Participating Agency also agrees to store, retain, and dispose of any firearm seized by persons with mental illness by their respective officers in accordance with Article 18.191 of the Code of Criminal Procedure.

VIII. Equipment

TTBH will provide mobile radio communication equipment designed to work with the Rio Grande Valley Communication Group Regional Radio System (RRS). Participating Agencies subscribing to the Rio Grande Valley RRS agree to monitor the law enforcement "talk group" and respond to radio transmissions from any MHOT member when necessary.

Participating Law Enforcement Agencies subscribing to the Rio Grande Valley RRS agree to provide a portable radio and charger compatible to the Rio Grande Valley RRS to their officer(s) assigned to

MHOT if they have sufficient radio equipment resources to do so, and allow the TTBH talk group to be programmed into their radios.

TTBH will provide a vehicle for Official use by Officers assigned to the MHOP while on duty. TTBH will also provide insurance coverage for these vehicles.

IX. Compensation

Agreement Amount

a. Base Pay - Salaries, Allowances, Fringe Benefits

Base Pay is defined as compensation for an 80 hour work period, which consists of time worked, holiday, paid time off plus allowance pay. Allowance pay is defined as supplemental and longevity pay. The maximum reimbursement entitlement for base pay plus applicable fringe benefits for one Precinct 4 Deputy Constable assigned to the MHOT shall not exceed $65,544.15 in any one year.

b. Overtime Pay

Overtime Pay is defined as time worked in excess of 80 hours per work period. Overtime pay is paid at 150% of the base pay rate. The maximum reimbursement entitlement for overtime plus applicable fringe benefits for one Precinct 4 Deputy Constable assigned to the MHOT shall not exceed $6,158.36 in any one year.

Basis for Calculating Reimbursable Costs

A. Participating law enforcement agency monthly expenses for MHOP participation shall be reimbursed by TTBH with funds encumbered for this purpose by TTBH. TTBH shall reimburse one hundred percent (100%) of the salary and fringe benefits including overtime approved by TTBH for each officer assigned to the MHOP.

B. All remuneration paid currently or accrued by the employees working on the TTBH project during the performance period is allowable to the extent that the total compensation to individual employees conforms to the established Hidalgo County pay policies, to all applicable state and federal laws, and the terms of this agreement.

C. Reimbursement for any other operating expenses will require prior approval by TTBH. All requests for reimbursement will be subject to the submission of documentation, such as time sheets, indicating that expenditures have been made.

D. The Hidalgo County Constable, Precinct Number 4 remains fully responsible, as the employer of the officer(s) assigned to the TTBH MHOT, for the payment of salaries, overtime, and related benefits such as tax withholdings, insurance coverage, and all other requirements under the law, regulation, ordinance, or contract.

E. Participating law enforcement agency shall develop, implement, and maintain a financial management and control system that includes the development of a budget that adequately reflects all resources necessary to carry out contracted activities and the adequate determination of costs (the Program Budget) which shall be approved by TTBH prior to the exaction thereof. Participating law enforcement agency shall expend any and all funds disbursed by TTBH only in accordance with the approved Program Budget.

F. Participating law enforcement agency shall adopt all TTBH's forms and form revisions for MHOP services. Participating law enforcement agency shall provide and maintain proper hardware and software to ensure compatibility with TTBH requirements. Participating law enforcement agency shall not alter billing forms provided by TTBH

G. Participating law enforcement agency may transfer funds from one budget line item to another line item provided that the total transferred from the line item during the fiscal year:

1. Shall not exceed five percent (5%) of either line-item;
2. Shall not alter the intent of this Agreement; and
3. Total expenses do not exceed the maximum Agreement amount.

H. Budget Adjustment Request forms shall be used if budget adjustments are necessary during the fiscal year. Budget Adjustment Requests may be submitted on a monthly basis and in emergency situations. Participating law enforcement agency shall include a written explanation for each line item adjustment, along with any appropriate supporting documentation, for all Budget Adjustment Requests submitted to TTBH. Any changes in budget line items made in accordance with this provision, or as approved herein, shall be reported to TTBH on a Budget Adjustment Request form at least ten (10) working days subsequent to the change. Changes in any budget line item exceeding five percent (5%) of the amount stated herein shall require prior written approval of TTBH. Any and all changes in the schedule of personnel require prior written approval of TTBH.

I. All furnishing and equipment purchased by TTBH will become the property of TTBH at the conclusion of this agreement.

J. All furnishing and equipment purchased by participating law enforcement agency but reimbursed by TTBH will become property of TTBH at the conclusion of this agreement.

Unallowable Costs include:

- Mileage reimbursement in excess of current state rate
- Tips and gratuities
- Partial per diem in excess of current state rate
- Charitable Donations
- Lodging in excess of current state rate
- Honorariums
- Food or beverages for volunteers and/or guests
- Gifts
- Food or beverages for staff meetings (Alcoholic beverages)
- Cellular Services for personal use
- Tobacco products
- Pager services for personal use
- Personal phone calls
- Legal services as a separate budget item
- Royalties
- Travel expenses for a volunteer
- Laundry services for clothing
- Bonuses or Incentives (without a written waiver from TTBH)
- Lobbying expenses
- Unlisted telephone numbers
- Employee Leave Buy backs (without a written waiver from TTBH)
- Cost of investment counsel
- Interest and other financial costs
- Depreciation or use charges for donated assets
- Consultant Fees (without a written waiver from TTBH)
- Payment of bad debts of participating law enforcement agency
- Cash payment to intended recipients of health services
- Firearms or any type of expenses associated with firearms
- FMLA or Worker's Comp Leave (without a written waiver from TTBH)
- Fund Raising that is not financed by in-kind contributions
- Fines and penalties resulting from violations of federal, state, or local law
- Building or land purchases, lease-purchases, rental-purchases
- Travel expenses for any person that is not an employee (or paid through this Contract) (without a written waiver from TTBH)
- Advertising costs other than those incurred for personnel recruitment solicitation of bids, and disposal of surplus materials
- Monetary judgments against the provider or the cost of out of court settlements from any civil lawsuits to which the provider is a party
- Actual losses that could have been covered by insurance but were not, unless such losses are specifically provided for in the provider(s) grant agreement
- Entertainment costs for either offenders, guests, or staff members including amusement/social activities and their related costs such as meals, beverages,
- Lodgings, rentals, transportation, and gratuities

Questionable Expenditures:

Participating law enforcement agency is prohibited from expending any funds received hereunder for illegal purposes. Participating law enforcement agency is further advised that expenditures for any items not listed on the Program Budget may be considered unallowable costs.

Payment for Services

A. The cost of services received shall not exceed the total budgeted amount as stated in this Section, Agreement Amount.

B. TTBH shall have the right to withhold the monthly payment to the participating law enforcement agency until the following failures have been corrected:

1. Failure to submit reports required for compliance standards
2. Failure to respond to audit reports and
3. Failure to correct identified areas of non-compliance to the satisfaction of TTBH within (30) days upon receipt of notification.

C. Participating law enforcement agency agrees to establish controls that ensure the expenditures charged to program activities are allowable. Participating law enforcement agency must have prior approval from TTBH on all expenditures, i.e., salary increases, furniture, equipment, and emergency expenses.

D. Participating law enforcement agency shall be liable to TTBH for full repayment of funds in the event of their use for any purpose other than stated herein. Services or expenditures submitted by participating law enforcement agency that cannot be verified will be disallowed for reimbursement. Any unauthorized expenditures will be reimbursed to TTBH within thirty (30) working days. (See Unallowable Costs Section)

E. TTBH shall require participating law enforcement agency to provide monthly financial status reports (FSR) within thirty (30) working days following the end of the reporting period. FSR's shall include the following:

1. Total approved budgeted amounts detailed by line items;
2. Total current monthly program expenses detailed by line items;
3. Year-to-date (cumulative) program expenses detailed by line item;
4. Remaining budget balance detailed by line item.

This Agreement is contingent upon the continued availability of funding. If funds become unavailable through lack of appropriations, budget cuts, or any other disruption of current appropriated funding for this contract, TTBH may restrict, reduce, or terminate funding under this agreement. TTBH will provide sixty (60) days prior written notice to all parties of any action taken under this provision.

X. Term

This Interlocal Agreement will be effective from July 15th, 2014 to September 30, 2016. Notwithstanding any other provision herein to the contrary, this agreement's implementation and continuation are contingent upon the availability of funds appropriated under this agreement and being made available to TTBH. This agreement may be automatically renewed annually based on based on mutual agreement of all parties. This agreement may be terminated without cause at any time with 60 days written notice.

XI. Compliance with All Laws

All parties to this agreement will act, at all times in compliance with all pertinent City and County ordinances, orders, regulations and policies, as well as all applicable State and Federal Laws.

XII. Entire Agreement

This instrument contains the entire agreement between the parties relating to the rights herein granted and obligations herein assumed. Any oral presentations or modifications concerning this instrument shall be of no force or effect, excepting a subsequent modification in writing, signed by the party to be charged.

XIII. Breach of Obligation

This agreement contains in its entirety all of the performances to be rendered under it. Breach of any obligation to be performed by any party shall constitute a breach of the entire agreement and shall give the other parties the right to terminate this agreement.

XIV. Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Texas. The obligations and undertaking of each of the parties to this agreement shall be performable in Cameron, Hidalgo and Willacy Counties, Texas. Executed by the respective parties singularly or an identical duplicate of this document on the dates stated below at the office or facility of the said County's or Municipality's governing body in Cameron, Hidalgo and Willacy Counties, Texas.

TROPICAL TEXAS BEHAVIORAL HEALTH	**COUNTY OF HIDALGO, TEXAS** **COUNTY JUDGE**
_____	_____
W. Terry Crocker	_____
Chief Executive Officer	_____

Ms. Cantu,

I have reviewed the proposed interlocal agreement between Hidalgo County Precinct No. 4 and Tropical Texas Behavioral Health. I have made an addition to section III (see attached). Subject to the recommended revision, our office approves as to form.

Thank you for your time and consideration.

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

****
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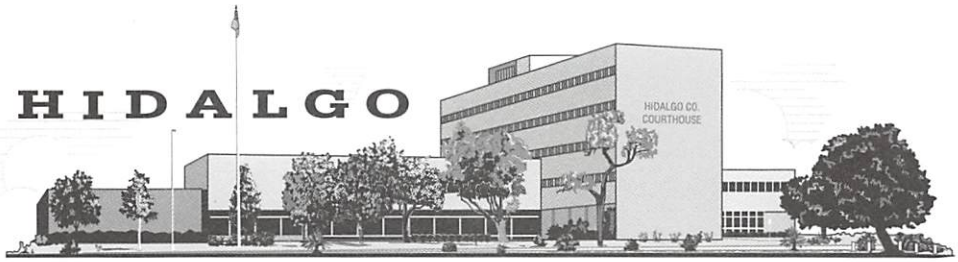
COUNTY of HIDALGO



EDINBURG, TEXAS 78539

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

July 14, 2014

The Honorable Ramon Garcia, Hidalgo County Judge
The Honorable A.C. Cuellar, Jr., Commissioner, Precinct No. 1
The Honorable Hector "Tito" Palacios, Commissioner, Precinct No. 2
The Honorable Jose M. Flores, Commissioner, Precinct No. 3
The Honorable Joseph Palacios, Commissioner, Precinct No. 4

RE: Certification of Revenue

Dear Judge and Commissioners:

Pursuant to Local Government Code § 111.0707 SPECIAL BUDGET FOR REVENUE FROM INTERGOVERNMENTAL CONTRACTS:

> The county auditor shall certify to the commissioners' court the receipt of all revenue from intergovernmental contracts that are available for disbursement in a fiscal year but not included in the budget for the fiscal year. On certification, the court shall adopt a special budget for the limited purpose of spending the revenue for its intended purpose.

I, Ray Eufracio, County Auditor of Hidalgo County, certify to the Hidalgo County Commissioners Court the following amount from the Tropical Texas Behavioral Health for the Mental Health Officer Program. These funds may now be made available by creating a new special budget or amending a current budget for its intended purposes.

AMOUNT	PURPOSE
$158,317.06	M.H.O.P (Mental Health Officer Program) Constable Precinct No. 4

CERTIFIED BY:

Raymundo Eufracio, CPA
Hidalgo County Auditor

7/14/14
Date

HIDALGO COUNTY DISTRICT JUDGES

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

AI-45420 **Health & Human Services Dept. 10. A.**

CC - REGULAR

Meeting Date: 07/15/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval to submit grant application for a one-time award in Public Health Emergency Preparedness funds in the amount of $30,937.00. This award requires a ten percent local match.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1293-441-00-340-0XX-5-XXX

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

BUDGETARY IMPACT:

10% local match required (reserved in account #4-1100-491-01-000-293-5-891)

Attachments

Award Notice

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/09/2014 02:18 PM
Manuel Chapa	Manuel Chapa	07/09/2014 03:08 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Mike Escaname Started On: 07/09/2014 01:09 PM

Final Approval Date: 07/11/2014

Cc: "Birnberg,Dana (DSHS)" <Dana.Birnberg@dshs.state.tx.us>, "Creekmur,Shannon (DSHS)" <Shannon.Creekmur@dshs.state.tx.us>, "Garcia,Susana K (DSHS)" <Susana.Garcia@dshs.state.tx.us>, "Perez,Sandra (DSHS)" <Sandra.Perez@dshs.state.tx.us>, "Northcott,Kelly (DSHS)" <Kelly.Northcott@dshs.state.tx.us>, "Hannemann,Steve (DSHS)" <Steve.Hannemann@dshs.state.tx.us>, "Gomez,Pamela A (DSHS)" <Pamela.Gomez@dshs.state.tx.us>, "Kolberson,David (DSHS)" <David.Kolberson@dshs.state.tx.us>, "Alvarado,Art (DSHS)" <Art.Alvarado@dshs.state.tx.us>, "Olson,Bryan W (DSHS)" <Bryan.Olson@dshs.state.tx.us>, "Kolberson,David (DSHS)" <David.Kolberson@dshs.state.tx.us>, "Adams,Barbara (DSHS)" <Barbara.Adams@dshs.state.tx.us>, "Sosa,Dina (DSHS)" <Dina.Sosa@dshs.state.tx.us>
Subject: One time supplemental PHEP Award
Date: 7/9/2014 12:49:01 PM

Dear Public Health Preparedness Partner,

DSHS is pleased to announce a ***one-time*** supplemental Public Health Emergency Preparedness funding award for PHEP participating local health departments.

Each LHD will receive a base award of $10,000 plus $.02 per person within their jurisdiction (based on FY15 population estimates). Please find a funding table with your jurisdiction's award attached.

Each jurisdiction must complete a corresponding budget for this award. Expenditures must be within the scope of the PHEP grant and ***may not include salaries or reoccurring costs***. Please return your completed budget to your assigned Contract Management Unit (CMU) contract manager by COB on July 17, 2014 .

Please let me know if you have questions.

Lisette

Lisette K. Osborne, RN-BC, MSN, CHEP
Manager, Preparedness Grants Management Branch
Community Preparedness Section, Texas Department of State Health Services
1100 W. 49th Street, PO Box 149347; Mail Code 1926, Austin, TX 78714-9347
512-776-7228, 512-458-7231 Fax
Lisette.Osborne@dshs.state.tx.us

Thanks,

Jonah Wilczynski, CTCM
Contract Manager
DCPS/RLHS Contract Management Unit
1100 W. 49th Street Austin, Texas 78756
Mail Code: 1990
512/776-3968 (Direct), 512/776-7391 (Fax)

Flat Fee Allocation to Per Capita - PHEP

Counties Served	HSR	Contractor	Population Est FY 15	10K Base per .02 per capita pop
Taylor	2/3	Abilene Public Health District	131,974	$ 13,009
Angelina/Polk/San Augustine	4/5	Angelina County/Cities Health District	152,083	$ 13,468
Travis	7	Austin/Travis County Health & Human Services	1,082,986	$ 34,693
Jefferson	6/5	Beaumont City Health Department	240,638	$ 15,487
Chambers	6/5	Chambers County	41,178	$ 10,939
Bell	7	Bell County Public Health District	316,793	$ 17,223
Brazoria	6/5	Brazoria County Health Department	365,121	$ 18,325
Brazos	7	Brazos County Health Department	187,217	$ 14,269
Brown	2/3	Brownood/Brown County Health Department	40,648	$ 10,927
Cameron	11	Cameron County Health Department	456,635	$ 20,411
Cherokee	4/5	Cherokee County Health Department	51,717	$ 11,179
Potter/Randall	1	City of Amarillo Health Department	260,417	$ 15,938
Webb, Duval, Jim Hogg, Zapata	11	City of Laredo Health Department	322,831	$ 17,361
Lubbock	1	City of Lubbock Health Department Laboratory	275,390	$ 16,279
Collin	2/3	Collin County Health Department	1,066,655	$ 34,320
Comal	8	Comal County HD	147,869	$ 13,371
Nueces	11	Corpus Christi/Nueces County Public Health District	328,461	$ 17,489
Dallas	2/3	Dallas County Health & Human Services	2,558,560	$ 68,336
Denton	2/3	Denton County Health Department	873,899	$ 29,925
Ector	9/10	Ector County Health Department	139,010	$ 13,169
El Paso	9/10	El Paso City/County Health & Environmental Services	816,573	$ 28,618
Fort Bend	6/5	Fort Bend County Health Department	723,504	$ 26,496
Galveston	6/5	Galveston County Health Department	319,294	$ 17,280
Grayson	2/3	Grayson County Health Department	126,628	$ 12,887
Hardin	6/5	Hardin County Health Department	53,454	$ 11,219
Harris	6/5	Harris County Health & Environmental Services	2,256,744	$ 61,455
Hays	7	Hays County Public Health District	204,397	$ 14,660
Hidalgo	11	Hidalgo County Health Department	918,291	$ 30,937
Harris	6/5	Houston Department of Health & Human Services	2,256,744	$ 61,455
Jasper/Newton/Sabine/ Tyler	4/5	Jasper/Newton County PHD	192,903	$ 14,398
Medina	8	Medina County HD	48,564	$ 11,107
Midland	9/10	Midland County Health District	137,962	$ 13,146
Milam	7	Milam County Health Department	27,494	$ 10,627
Montgomery	6/5	Montgomery County Health District	594,944	$ 23,565
Smith/Henderson/Rains/ Van Zandt/Wood/Anderson/ Gregg	4/5	Northeast Texas Public Health District	622,257	$ 24,188
Jefferson	6/5	Port Arthur City Health Department	240,638	$ 15,487
Tom Green	9/10	San Angelo-Tom Green County Health Department	102,834	$ 12,345
Bexar	8	San Antonio Metropolitan Health District	1,755,755	$ 50,032
San Patricio	11	San Patricio County Health Department	71,591	$ 11,632
Terry/Yoakum/Dawson/Gaines/Lynn	1	South Plains Public Health District	57,062	$ 11,301
Nolan	2/3	Sweetwater/Nolan County Health Department	13,724	$ 10,313
Tarrant	2/3	Tarrant County Health Department	2,077,918	$ 57,377
Victoria	8	Victoria County HD	91,397	$ 12,084
McLennan	7	Waco-McLennan County Public Health District	246,892	$ 15,629
Wichita	2/3	Wichita Falls/Wichita County Public Health District	125,439	$ 12,860
Williamson	7	Williamson County/Cities Public Health District	560,673	$ 22,784
Grand Total			23,683,758	$ 1,000,000

FY 15 carryforward LHD flat rate	1,000,000.00
10K BASE	460,000.00
	540,000.00
PER CAP ALLOC	0.02

AI-45442 **Health & Human Services Dept. 10. B.**

CC - REGULAR

Meeting Date: 07/15/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Interlocal Agreement between Weslaco I.S.D. and County of Hidalgo. The Health & Human Services Dept. staff will provide training and certification on food handling to employees from Weslaco I.S.D.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1100-345-23-340-001-0-000

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

BUDGETARY IMPACT:

Revenues

The Health & Human Services Dept. staff will provide training and certification on food handling to employees from Weslaco I.S.D.

The School District shall pay HCHHSD a fee of $20 per employee for every two years the classes are being instructed by the HCHHSD Health Inspectors. Total Amount will depend on the total number of students in each class.

Attachments

45442-Interlocal Weslaco ISD

45442-Legal Review

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/10/2014 04:22 PM
Manuel Chapa	Manuel Chapa	07/11/2014 08:41 AM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Mike Escaname Started On: 07/10/2014 01:33 PM

Final Approval Date: 07/11/2014

Interlocal Agreement Between
Weslaco Independent School District
And County of Hidalgo

This Agreement is made on this __15____day of__July_____,2014 by and between **WESLACO INDEPENDENT SCHOOL DISTRICT,** hereinafter referred to as "School District", and County of Hidalgo by and through The Hidalgo County Health & Human Services Department, hereinafter referred to as "HCHHSD" for teaching and certifying the employees from Weslaco Independent School District on the Food Handler's Course.

WHEREAS, the School District shall pay HCHHSD a fee of $20 per employee for every two years the classes are being instructed by the HCHHSD Health Inspectors. Total Amount will depend on the total number of students in each class.

WHEREAS, School District and HCHHSD are authorized to enter into this agreement pursuant to Chapter 791 of the Texas Government Code.

NOW THEREFORE, School District and HCHHSD, in consideration of the mutual agreement expressed hereinafter, agree as follows:

1. HCHHSD shall conduct the Food Handler's Course, which will cover cross contamination and how to prevent it, food-borne illness, danger zone, etc.

2. HCHHSD will conduct training at the designated place the District decides. (The date and time will be decided by the School District).

3. HCHHSD shall provide the School District with the Food Handler's Identification Card for the employees trained at the time payment is received.

4. **TERMINATION.** Either party shall have the right to terminate this Agreement with or without cause upon thirty (30) days written notice.

WESLACO INDEPENDENT SCHOOL DISTRICT **COUNTY OF HIDALGO, TEXAS**

_____ _____ _____ _____
Executive Assistant Date Hidalgo County Judge Date

_____ _____ Attest:_____ _____
Superintendent Date Hidalgo County Clerk Date

Approved as to form:
Office of Criminal District Attorney, Hidalgo County

By:_____
Josephine Ramirez Solis
Assistant District Attorney

From: "Josephine L. Ramirez" <josephine.ramirez@da.co.hidalgo.tx.us>
To: '"Mike Escaname"' <miguel.escaname@hchd.org>
Cc: michael.garza@da.co.hidalgo.tx.us
Subject: RE: Request for Review - Agreement With Weslaco ISD - Health Dept.
Date: 7/10/2014 3:02:42 PM

Mike,

Please see the attached interlocal agreement with my recommended revisions (highlighted). Please let me know if you have any questions or need any additional information.

Thanks.

Josephine Ramirez Solis
Assistant Criminal District Attorney
County Affairs Section Chief
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3823
(956) 318-2079 FAX
josephine.ramirez@da.co.hidalgo.tx.us

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****

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Thursday, July 10, 2014 1:43 PM
To: josephine.ramirez@da.co.hidalgo.tx.us
Cc: michael.garza@da.co.hidalgo.tx.us
Subject: Request for Review - Agreement With Weslaco ISD - Health Dept.

Hello Josephine:

We'd appreciate if you can review the attached Agreement with Weslaco ISD and advise on whether you approve as to form.

This Agreement is the same as what is in place with other Donna ISD and La Joya ISD.

Thanks,

AI-45398 **Health & Human Services Dept. 10. C.**

CC - REGULAR

Meeting Date: 07/15/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Memorandum of Understanding between the County of Hidalgo and Valley Grande Institute. The purpose of the Agreement is Public Health Preparedness and Response.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Attachments

Agreement

Legal Review

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/08/2014 04:11 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Mike Escaname Started On: 07/08/2014 01:23 PM

Final Approval Date: 07/11/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF HIDALGO AND VALLEY GRANDE INSTITUTE

THIS Agreement is made on this July 15, 2014, by and between **VALLEY GRANDE INSTITUTE,** hereinafter referred to as "VGI," and the **COUNTY OF HIDALGO, TEXAS**, herinafter referred to as the "County," as follows:

WITNESSETH:

WHEREAS, VGI is a privately owned academic institute located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County is the recipient of a Public Health Preparedness and Response Grant funding from the Department of State Health Services to be used to upgrade local bioterrorism preparedness and response, outbreaks of infectious disease, and other public health threats and emergencies;

WHEREAS, the parties recognize the vulnerability of citizens in the County to a public health emergency that may result from natural or manmade causes;

WHEREAS, during such public health emergency, it may be necessary to immunize or treat a large number of people in the area served by the County Public Health Department;

WHEREAS, Mass Medical Readiness for public health response services can be exercised if necessary at the school facility; to include Drills, Table-Top Exercises, and/or Full Scale Exercises such as: Operation Lone Star.

NOW, THEREFORE, to establish and train appropriate volunteers to meet the needs of an emergency situation, VGI and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to provide Preparedness and Response training at no cost to VGI.

2. VGI agrees to participate in exercises and drills.

3. VGI agrees to provide County with staff and students for on-site emergency training operations to volunteer and assist with no expectancy of fiscal exchange.

4. This Agreement is not intended to extend liability of the Parties beyond that provided by law. Neither VGI nor County waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against any claims, including those from third parties.

5. Term. This agreement becomes effective when executed by both parties. Either party may cancel it by giving thirty (30) days notice to the other party; otherwise it remains in effect for five years and may be renewed for a period of five years by written amendment signed by both parties. Any notice or communication required or permitted shall be given in writing.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

VALLEY GRANDE INSTITUTE

By: _____
Printed Name: _____
Title: _____

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney
Rene Guerra

By: _____
Michael L. Garza
Assistant District Attorney

Mike,

I have reviewed the MOUs and approve them as to form.

Should you have any questions or concerns, please do not hesitate to contact me.

Michael Garza
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.garza@da.co.hidalgo.tx.us

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****

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Friday, July 11, 2014 2:27 PM
To: michael.garza@da.co.hidalgo.tx.us
Cc: debbie.tamez@co.hidalgo.tx.us
Subject: Request for Review - MOU - Valley Grande Institute & RGV Careers

Hello Michael:

We'd appreciate if you can review the MOU's attached (Valley Grande Institute and RGV Careers) and advised on whether you approve as to form.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
Main Office - 956-383-6221
Direct - 956-292-7000 ext. 7210

AI-45397 **Health & Human Services Dept. 10. D.**

CC - REGULAR

Meeting Date: 07/15/2014

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

Department: HEALTH & HUMAN SERVICES DEPT.

Information

CAPTION

Requesting approval of the Memorandum of Understanding between the County of Hidalgo and RGV Careers. The purpose of the Agreement is Public Health Preparedness and Response.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** N/A

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

BUDGETARY IMPACT:

Attachments

RGV MOU 7-15-14

Legal Review

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/08/2014 04:09 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Mike Escaname Started On: 07/08/2014 01:10 PM

Final Approval Date: 07/11/2014

STATE OF TEXAS §

COUNTY OF HIDALGO §

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF HIDALGO AND RGV CAREERS

THIS Agreement is made on this July 15, 2014, by and between **RGV CAREERS,** hereinafter referred to as "RGV," and the **COUNTY OF HIDALGO, TEXAS**, herinafter referred to as the "County," as follows:

WITNESSETH:

WHEREAS, RGV is a privately owned academic institute located in Hidalgo County, Texas;

WHEREAS, County is a county in the State of Texas;

WHEREAS, County is the recipient of a Public Health Preparedness and Response Grant funding from the Department of State Health Services to be used to upgrade local bioterrorism preparedness and response, outbreaks of infectious disease, and other public health threats and emergencies;

WHEREAS, the parties recognize the vulnerability of citizens in the County to a public health emergency that may result from natural or manmade causes;

WHEREAS, during such public health emergency, it may be necessary to immunize or treat a large number of people in the area served by the County Public Health Department;

WHEREAS, Mass Medical Readiness for public health response services can be exercised if necessary at the school facility; to include Drills, Table-Top Exercises, and/or Full Scale Exercises such as: Operation Lone Star.

NOW, THEREFORE, to establish and train appropriate volunteers to meet the needs of an emergency situation, RGV and County, in consideration of the mutual covenants expressed hereinafter, agree as follows:

1. County agrees to provide Preparedness and Response training at no cost to RGV.

2. RGV agrees to participate in exercises and drills.

3. RGV agrees to provide County with staff and students for on-site emergency training operations to volunteer and assist with no expectancy of fiscal exchange.

4. This Agreement is not intended to extend liability of the Parties beyond that provided by law. Neither RGV nor County waive, nor shall be deemed to have hereby waived any immunity or defense that would otherwise be available to it against any claims, including those from third parties.

5. Term. This agreement becomes effective when executed by both parties. Either party may cancel it by giving thirty (30) days notice to the other party; otherwise it remains in effect for five years and may be renewed for a period of five years by written amendment signed by both parties. Any notice or communication required or permitted shall be given in writing.

WITNESS THE HANDS OF THE PARTIES effective as of the day and year first written above.

RGV CAREERS

By: _____
Printed Name: _____
Title: _____

HIDALGO COUNTY, TEXAS

By: _____
Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:

Office of Criminal District Attorney
Rene Guerra

By: _____
Michael L. Garza
Assistant District Attorney

Mike,

I have reviewed the MOUs and approve them as to form.

Should you have any questions or concerns, please do not hesitate to contact me.

Michael Garza
Assistant Criminal District Attorney
County Affairs Section
Office of Criminal District Attorney
Hidalgo County, Texas
100 N Closner Rm 303
Edinburg, TX 78539
(956) 318-2313 ext. 3824
(956) 318-2079 FAX
michael.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 michael.garza@da.co.hidalgo.tx.us AND DELETE THE COMMUNICATION.**
****

From: Mike Escaname [mailto:miguel.escaname@hchd.org]
Sent: Friday, July 11, 2014 2:27 PM
To: michael.garza@da.co.hidalgo.tx.us
Cc: debbie.tamez@co.hidalgo.tx.us
Subject: Request for Review - MOU - Valley Grande Institute & RGV Careers

Hello Michael:

We'd appreciate if you can review the MOU's attached (Valley Grande Institute and RGV Careers) and advised on whether you approve as to form.

Thanks,

Mike Escaname
Budget Manager
Hidalgo County Health & Human Services Dept.
1304 S. 25th St
Edinburg, Texas 78539
Main Office - 956-383-6221
Direct - 956-292-7000 ext. 7210

AI-45394 **Urban County 11. A.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: P.R. Avila **Submitted By:** Olga Lerma, URBAN COUNTY

Department: URBAN COUNTY

Information

CAPTION

Approval of land acquisition of Parcel # 18 for the Delta Area Connector/ East Lateral Project (GLO 12-406-000-6453/DRS 210068).

BACKGROUND

Funding is from the Texas General land Office Grant Round 2.1, allocated for the Delta Area Connector/East Lateral Drainage Project.

Account No. 6540-62-0100-5000-6200
Amount Available: $ 2,025.00

Attachments

Delta Area Connector / East Lateral

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/08/2014 04:54 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Olga Lerma Started On: 07/08/2014 09:30 AM

Final Approval Date: 07/11/2014

LAMBERTZ COMPANY LLC
COMMERCIAL REAL ESTATE SERVICES SINCE 1955
812 N. Waco / Wichita, KS 67203-3938

Office: (316) 265-8537
Fax: (316) 265-5352
lambcore@lambertzrealestate.com

June 26, 2014

Daniel G Rios, President
RGV Right-of-Way Services, LLC
P O Box 720431
McAllen TX 78504

RE: Delta Area Connector / East Lateral
Drainage Improvement Project, Parcel 18
GLO # 12-406-000-6453 / DRS 210068

Dear Mr. Rios,

Texas farm tract land originally owned by Charles V Lambertz, Katherine J Lambertz and Elizabeth Lambertz-Guimares was transferred the into a family owned entity of JECKL Investment Company L.L.C. effective November 2013.

Katherine (Kit) Lambertz was named managing member of JECKL upon Chuck's passing on May 17, 2014.

All income should now be reported in the name of Valle de Abuelo % JECKL Investment Company. The tax number for this entity is 48-0872081. I am enclosing a new W-9 for your records.

We appreciate your continued tenancy of this property.

If you have any questions or comments please contact me by telephone at 316-265-8537, email to klambertz@stepstoneks.org, by or US mail to our office at 812 N Waco, Wichita, KS 67203.

Sincerely,

Katherine J Lambertz

Enclosure

RGV RIGHT-OF-WAY SERVICES, LLC

P.O. Box 720431
McAllen, TX 78504

956-630-9401 Office
956-682-0566 Fax
rgvrow@gmail.com

RECEIVED
APR - 7 2014

Date: April 2, 2014

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED
NO. 7008 0150 0001 4225 3666

Mary Jane Pracht Lambertz, Katherine J. Lambertz,
Elizabeth L. Lambertz, Charles Vern Lambertz and
Jennie Bunbury Pracht
312 N. Waco Ave.
Wichita, Kansas 67203-3938

RE: Delta Area Connector/East Lateral
Drainage Improvement Project
Parcel # 18
GLO # 12-406-000-6453/DRS 210068

Dear Sir/Madam,

This letter is to follow up the initial offer letter sent to you on behalf of the County of Hidalgo and the Hidalgo County Urban County Program via certified mail, dated March 7, 2014. Please indicate if you would like to accept this offer or would like to submit a counter-offer for consideration by the Hidalgo County Urban County Program.

We would request that you complete the section below by initialing next to the statement of your choice. We suggest that you make a copy for your records and we further request that you mail the original to our office in the enclosed stamped and addressed envelope. Please do not hesitate to contact my office with any questions at rgvrow@gmail.com or 956-630-9401.

Respectfully,

Daniel G. Rios, President
RGV Right-of-Way Services, LLC

Offer Amount:	0.180 acres at $11,250.00 per acre	$2,025.00
	TOTAL OFFER AMOUNT	**$2,025.00**

__X__ I accept the offer and would like to begin the sale and closing process.

_____ I do not accept the offer; the amount requested is _____.

Katherine J. Lambertz
Signature
Managing Partner
JECKL Investments, LLC

_____
Signature

Form **W-9**
(Rev. August 2013)
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)
JECKL INVESTMENT COMPANY LLC

Business name/disregarded entity name, if different from above
VALLE DE ABUELO

Check appropriate box for federal tax classification:
☐ 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) ▶ P

☐ Other (see instructions) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

Address (number, street, and apt. or suite no.)
812 N WACO

Requester's name and address (optional)

City, state, and ZIP code
WICHITA, KS 67203

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
4	8	-	0	8	7	2	0	8	1

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ Katherine J. Jeckl Date ▶ 6/26/14

General instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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, apply for a TIN and 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 U.S. 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, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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.

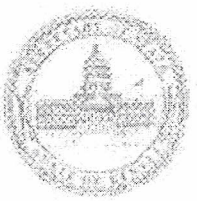
If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov*. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal 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. commonwealths and 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.

KRIS W. KOBACH
Secretary of State



Memorial Hall, 1st Floor
120 S.W. 10th Avenue
Topeka, KS 66612-1594
(785) 296-4564

STATE OF KANSAS

Print this page

13 of June , 2014

RE: JECKL INVESTMENT COMPANY, L.L.C.

Business Entity I.D. Number: 2218212

A change of resident agent and/or registered office was filed electronically for the above referenced business entity in the Business Services Division of the Kansas Secretary of State's office on 13 of June , 2014.

Sincerely,

Business Services Division
Office of the Kansas Secretary of State

Kansas Secretary of State

Resident Agent and/or Registered Office Amendment

Print this page

- File Date: 2014-06-13
- File Time: 14:39:

1. Business Entity Name: JECKL INVESTMENT COMPANY, L.L.C.
2. Business Entity Number: 2218212
3. Resident Agent: Katherine J Lambertz Ms
4. Registered Office: 812 N WACO WICHITA, KS 67203

"I declare under penalty of perjury pursuant to the laws of the state of Kansas that the foregoing is true and correct."

Executed on the 13 of June , 2014.

Katherine J Lambertz
Authorized Person

I, Kris W. Kobach, Secretary of State of Kansas, do hereby certify that this is the true and correct copy of the original document filed electronically on 13 of June , 2014.

Kris W. Kobach

To validate the authenticity of this electronically certified document please visit, https://www.kansas.gov/rora-amend/validate.do and enter the following authentication code: 64658

AI-45449 **Precinct #2 12. A.**

CC - REGULAR

Meeting Date: 07/15/2014

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

Department: COMM. PCT. #2

Information

CAPTION

Authorization and approval of proposed road name as recommended by LRGVDC 9-1-1:
Proposed Name: Miller Farm Service Road

BACKGROUND

The proposed name is to name an existing road that is used as an entrance to the farm.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No budgetary impact.

Attachments

backup

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/10/2014 05:06 PM
Obdett Calzada	Obdett Calzada	07/11/2014 04:08 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Angela Garcia Started On: 07/10/2014 03:14 PM

Final Approval Date: 07/11/2014

Lower Rio Grande Valley Development Council

Cris Boswell, Harlingen, Harlingen ..... President
Mayor Tony Martinez, Brownsville ..... 1st Vice-President
Mayor James E. Darling, McAllen ..... 2nd Vice President
Mayor Celeste Sanchez, San Benito ..... Secretary
Mayor Pro-tem Armando Garza, Jr., San Juan ..... Treasurer
Hon. Norma G. Garcia, Member-at-Large ..... Immediate Past President

BOARD MEMBERS

Sofia Benavides
Commissioner, Cameron County

Hector "Tito" Palacios
Commissioner, Hidalgo County

John F. Gonzales
Judge, Willacy County

Pilar Garza
Commissioner, Alamo

David S. Simmons
Mayor, Donna

Daniel A. Guzman
Commissioner, Edcouch

Homer Jasso, Jr.
Council Member, Edinburg

Victor Gonzalez Jr.
Mayor, La Feria

Rosa Perez
Alderwoman, La Villa

Henry Hinojosa
Mayor, Mercedes

Norie Gonzalez Garza
Mayor Pro-Tem, Mission

Leo "Polo" Palacios, Jr.
Mayor, Pharr

John R. Cuellar
Mayor Pro-tem, Weslaco

Stella E. Garcia Ph.D
TSTC Harlingen

Roberto Loredo
Donna I.S.D.

Ronald Mills
Willacy Navigation District

Troy Allen
Delta Lake Irrigation District

Mayor Pro-Tem Eddy Gonzalez
Member-At-Large

Don Medina
Member-At-Large

Arturo Ramirez
Grassroots Organizations

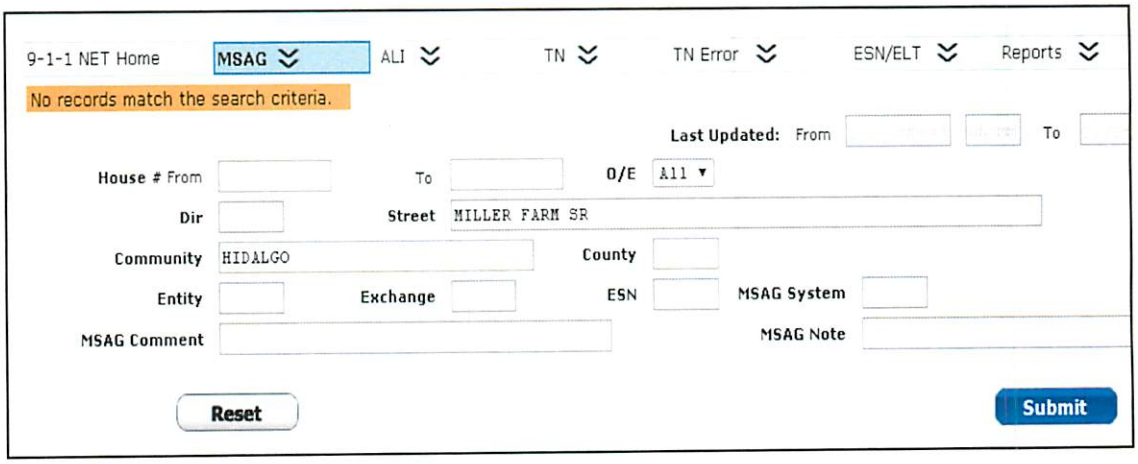
EXECUTIVE DIRECTOR
Kenneth N. Jones, Jr.

June 25, 2014

Hector "Tito" Palacios
Commissioner Precinct #2
300 W Hall Acres Suite G
Pharr, TX 78577

The LRGVDC 9-1-1 Department acknowledges notification from resident Chet L. Miller III on the following: **PRPOSED NAME: MILLER FARM SERVICE ROAD** – to name entrance to their farm in Hidalgo Texas. Refer to map for road location.

A query was done on the state 9-1-1 database and found no match for the proposed name in the system. It is recommended for the proposed street name to be utilized for renaming the street/road specified.



ACKNOWLEDGED ON: June 23, 2014
RESEARCHED BY: Maggie Garza
TITLE: Planner I

Source: Esri, DigitalGlobe, GeoEye, Earthstar Geographics, CNES/Airbus DS, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community
BALDOMERO RD
COUNTY ROAD 2955
S JACKSON
E ITHICA AVE
S 35TH ST
S 33RD ST
S 32ND ST
S 31ST ST
S 30TH ST
S 29TH ST
S MCCOLL RD
S 25TH ST
S 25 1/2 ST
S 23RD ST
S 22ND ST
S 21ST ST
E HIGHWAY 281
E BRAZIL AVE
E COMA AVE
E DATIL AVE
E EBANO AVE
E EBANO ST
E TAMPICO AVE
E TAMPICO ST
MONTERREY ST
RUSSELL CT
S 19TH ST

AI-45307 **Precinct #4 13. A.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: Mary Gonzalez, Pct 4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of Resolution in honor of Cindy Gutierrez

BACKGROUND

Attachments

Resolution

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/02/2014 10:27 AM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Monica Badillo Started On: 07/02/2014 08:49 AM

Final Approval Date: 07/11/2014

RESOLUTION IN HONOR OF CINDY GUTIERREZ

WHEREAS, Cindy Gutierrez, born and raised in Pharr, Texas, was named the "2014 Administrative Professional of the Year" for the Boys and Girls Club of Edinburg at The Professional Association Conference on Wednesday, April 30, 2014 in San Francisco, California; and

WHEREAS, Mrs. Gutierrez, competed against thousands of administrators from across the United States, was selected based on her superior leadership skills, project coordination experience, excellent communication skills and outstanding service to the Boys & Girls Club and the community of Edinburg; and

WHEREAS, An employee of the Boys & Girls Club of Edinburg Rio Grande Valley for four years, Mrs. Gutierrez has been a member of numerous organizations, including Loaned Executive for United Way of South Texas, Ambassador for Edinburg Chamber of Commerce since 2011, and a graduate of Edinburg Leadership Class XXII; and

WHEREAS, Through her efforts, Cindy Gutierrez has distinguished herself as an essential and valued member of the community and her actions make her a positive role model for her peers. Her remarkable accomplishments point her to an even brighter future, and it is indeed fitting at this time to recognize her for her many contributions to the Boys & Girls Clubs of Edinburg RGV and the community of Hidalgo County.

Now, therefore, be it RESOLVED that the Hidalgo County Commissioners Court hereby recognizes and honors Cindy Gutierrez for her selection as the "2014 Administrative Professional of the Year."

Approved this 15th day of July, 2014.

RAMON GARCIA
County Judge

A.C. CUELLAR, JR.
County Commissioner, Pct. 1

HECTOR "TITO" PALACIOS
County Commissioner, Pct. 2

JOE M. FLORES
County Commissioner, Pct. 3

JOSEPH PALACIOS
County Commissioner, Pct. 4

Attest: ARTURO GUAJARDO, JR.
County Clerk

AI-45493 **Precinct #4** **13. B.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: Jesse Ozuna, Pct 4 **Submitted By:** Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Approval of renaming County Road 3021 to Santa Teresa St.

BACKGROUND

I have attached the letter provided to us from the property owners for this request. I have already ran it by 911 and they are in acceptance of this name change as well.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary impact

Attachments

letter
email
EMAIL

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/11/2014 02:29 PM
Manuel Chapa	Manuel Chapa	07/11/2014 03:37 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Monica Badillo Started On: 07/11/2014 01:44 PM

Final Approval Date: 07/11/2014

Juan Raul Senna
Julipa C Senna

Olga A. Encina
Manco A. Encina
Maria H Lopez 383-7899 (207-339
Leonel Lopez

Santa Teresa St.
San Fransisco St.
San Miguel St.

We the residents of CR 2021 West of Doolittle road between Benito Ramired Road and Ingle Road which is a county pave Road wish to name our Road. Provided are the three names above

Zimbra **monica.badillo@co.hidalgo.tx.us**

7-15 Agenda Item

From : Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us> Fri, Jul 11, 2014 01:24 PM

Subject : 7-15 Agenda Item 1 attachment

To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>

Good Afternoon Moni,
I need an agenda item place for this coming week. We are renaming County Road 3021 to Santa Teresa St. The agenda item can read as follows:

Approval of renaming County Road 3021 to Santa Teresa St.

I have attached the letter provided to us from the property owners for this request. I have already ran it by 911 and they are in acceptance of this name change as well. Let me know if you have any questions.

Best,

Jesse Ozuna
Hidalgo County Pct. 4
956.383.3112 (o)
956.648.3493 (c)
jesse.ozuna@co.hidalgo.tx.us

CONFIDENTIALITY NOTICE: This e-mail message, including all attachments, is for the sole use of the intended recipient(s) and may contain confidential information. Any unauthorized review, use, disclosure, alteration or distribution is strictly prohibited. If you are not the intended recipient, please contact the sender by reply e-mail, delete this email and destroy all copies of the message.

CR 3021 Renaming Request.pdf
117 KB

Zimbra **monica.badillo@co.hidalgo.tx.us**

Fwd: Ref: CR 3021

From : Jesus Ozuna <jesus.ozuna@co.hidalgo.tx.us> Fri, Jul 11, 2014 04:35 PM

Subject : Fwd: Ref: CR 3021

To : Monica Badillo <monica.badillo@co.hidalgo.tx.us>, Manuel Chapa <manuel.chapa@co.hidalgo.tx.us>

See email below

Jesse Ozuna

Begin forwarded message:

From: "Raul Madero" <rtmadero@sbcglobal.net>
Date: July 11, 2014 at 4:27:45 PM CDT
To: <jesus.ozuna@co.hidalgo.tx.us>
Subject: Ref: CR 3021

After reviewing the road names that had been submitted to change CR 3021, it was determined by our office that the name Santa Teresa Rd would not cause any conflicts with any road similarly named in the surrounding area.

Raul Madero 956 682-3481
LRGVDC 911 Dept
1912 Joe Stephens Ave
Weslaco Tx 78596

AI-45450 **Budget and Management 14. A.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: Rey Salazar **Submitted By:** Sylvia Solis, BUDGET & MANAGEMENT

Department: BUDGET & MANAGEMENT

Information

CAPTION

Approval to submit the updated Texas Department of Emergency Management Designation of Applicants Agent form.

BACKGROUND

Form is being updated and resubmitted to the state as a formality to include the current County Judges name. Prior form listed former County Judge Rene Ramirez.

Fiscal Impact

FISCAL YEAR: **ACCT. #:**

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

BUDGETARY IMPACT:

No Budgetary Impact.

Attachments

DAA Form

Form Review

Inbox	Reviewed By	Date
Sylvia Solis (Originator)	Sylvia Solis	07/10/2014 04:59 PM
Budget & Management	Debbie Tamez	07/11/2014 09:35 AM
Manuel Chapa	Manuel Chapa	07/11/2014 09:45 AM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Sylvia Solis Started On: 07/10/2014 03:32 PM

Final Approval Date: 07/11/2014

DESIGNATION OF APPLICANT'S AGENT -

PUBLIC ASSISTANCE

Governor's Division of Emergency Management

Organization Name (hereafter named Organization)
HIDALGO COUNTY

Primary Agent	Secondary Agent
Agent's Name **REY SALAZAR**	Agent's Name **SYLVIA SOLIS**
Organization **HIDALGO COUNTY**	Organization **HIDALGO COUNTY**
Official Position **DIRECTOR OF STRATEGIC PLANNING**	Official Position **PLANNING ANALYST II**
Mailing Address **2818 S. BUS. HWY 281**	Mailing Address **2818 S. BUS. HWY 281**
City, State, Zip **EDINBURG,TX. 78539**	City, State, Zip **EDINBURG,TX. 78539**
Daytime Telephone **956-292-7025**	Daytime Telephone **956-292-7023**
Facsimile Number **956-292-7035**	Facsimile Number **956-292-7035**
Pager or Cellular Phone	Pager or Cellular Phone

The above Primary and Secondary Agents are hereby authorized to execute and file Application for Public Assistance on behalf of the Organization for the purpose of obtaining certain state and federal financial assistance under the Robert T. Stafford Disaster Relief & Emergency Assistance Act, (Public Law 93-288 as amended) or otherwise available. This agent is authorized to represent and act for the Organization in all dealings with the State of Texas for all matters pertaining to such disaster assistance required by the agreements and assurances printed on the reverse side hereof.

Chief Financial Officer	Certifying Official
Name **SERGIO CRUZ**	Official's Name **RAMON GARCIA**
Organization **COUNTY OF HIDALGO**	Organization **HIDALGO COUNTY**
Official Position **BUDGET OFFICER**	Official Position **COUNTY JUDGE**
Mailing Address **2818 S. BUS. HWY 281**	Mailing Address **302 W. UNIVERSITY DRIVE**
City, State, Zip **EDINBURG,TX. 78539**	City, State, Zip **EDINBURG,TX. 78539**
Daytime Telephone **956-292-7024**	Daytime Telephone **956-318-2600**
Facsimile Number **956-292-7035**	Facsimile Number **956-318-2699**
Pager or Cellular Phone	Pager or Cellular Phone

Applicant's State Cognizant Agency for Single Audit purposes (If a Cognizant Agency is not assigned, please indicate):

Applicant's Fiscal Year (FY) Start

Month 01 Day: 01

Applicant's Federal Employer's Identification Number

74-6000717

Applicant's State Payee Identification Number

Certifying Official's Signature / Date

APPLICANT ASSURANCES

The applicant hereby assures and certifies that he will comply with the FEMA regulations, policies, guidelines and requirements including OMB's Circulars No. A-95 and A-102, and FMC 74-4, as they relate to the application, acceptance and use of Federal funds for this Federally assisted project. Also, the Applicant gives assurance and certifies with respect to and as a condition for the grant that:

1. It possesses legal authority to apply for the grant, and to finance and construct the proposed facilities; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

2. It will comply with the provisions of: Executive Order 11988, relating to Floodplain Management and Executive Order 11990, relating to Protection of Wetlands.

3. It will have sufficient funds available to meet the non-Federal share of the cost for construction projects. Sufficient funds will be available when construction is completed to assure effective operation and maintenance of the facility for the purpose constructed.

4. It will not enter into a construction contract(s) for the project or undertake other activities until the conditions of the grant program(s) have been met.

5. It will provide and maintain competent and adequate architectural engineering supervision and inspection at the construction site to insure that the completed work conforms with the approved plans and specifications; that it will furnish progress reports and such other information as the Federal grantor agency may need.

6. It will operate and maintain the facility in accordance with the minimum standards as may be required or prescribed by the applicable Federal, State and local agencies for the maintenance and operation of such facilities.

7. It will give the grantor agency and the Comptroller General, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the grant.

8. It will require the facility to be designed to comply with the "American Standard Specifications for Making Buildings and Facilities Accessible to, and Usable by the Physically Handicapped," Number A117.1-1961, as modified (41 CFR 101-17-7031). The applicant will be responsible for conducting inspections to insure compliance with these specifications by the contractor.

9. It will cause work on the project to be commenced within a reasonable time after receipt of notification from the approving Federal agency that funds have been approved and will see that work on the project will be prosecuted to completion with reasonable diligence.

10. It will not dispose of or encumber its title or other interests in the site and facilities during the period of Federal interest or while the Government holds bonds, whichever is the longer.

11. It agrees to comply with Section 311, P.L. 93-288 and with Title VI of the Civil Rights Act of 1964 (P.L. 83-352) and in accordance with Title VI of the Act, no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. If any real property or structure is provided or improved with the aid of Federal financial assistance extended to the Applicant, this assurance shall obligate the Applicant, or in the case of any transfer of such property, any transferee, for the period during which the real property or structure is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

12. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

13. It will comply with the requirements of Title II and Title III of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) that provides for fair and equitable treatment of persons displaced as a result of Federal and Federally assisted programs.

14. It will comply with all requirements imposed by the Federal grantor agency concerning special requirements of law, program requirements, and other administrative requirements approved in accordance with OMB Circular A-102, P.L. 93-288 as amended, and applicable Federal Regulations.

15. It will comply with the provisions of the Hatch Act which limit the political activity of employees.

16. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act, as they apply to hospital and educational institution employees of State and local governments.

17. (To the best of his knowledge and belief) the disaster relief work described on each Federal Emergency Management Agency (FEMA) Project Application for which Federal Financial assistance is requested is eligible in accordance with the criteria contained in 44 Code of Federal Regulations, Part 205, and applicable FEMA Handbooks.

18. The emergency or disaster relief work therein described for which Federal Assistance is requested hereunder does not or will not duplicate benefits received for the same loss from another source.

19. It will (1) provide without cost to the United States all lands, easements and rights-of-way necessary for accomplishments of the approved work; (2) hold and save the United States free from damages due to the approved work or Federal funding.

20. This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, reimbursements, advances, contracts, property, discounts of other Federal financial assistance extended after the date hereof to the Applicant by FEMA, that such Federal Financial assistance will be extended in reliance on the representations and agreements made in this assurance and that the United States shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the applicant, its successors, transferees, and assignees, and the person or persons whose signatures appear on the reverse as authorized to sign this assurance on behalf of the applicant.

21. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1973. Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for use in any area that has been identified by the Director, Federal Emergency Management Agency as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurance payment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

22. It will comply with the insurance requirements of Section 314, PL 93-288, to obtain and maintain any other insurance as may be reasonable, adequate, and necessary to protect against further loss to any property which was replaced, restored, repaired, or constructed with this assistance.

23. It will defer funding of any projects involving flexible funding until FEMA makes a favorable environmental clearance, if this is required.

24. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966, as amended, (16 U.S.C. 470), Executive Order 11593, and the Archeological and Historic Preservation Act of 1966 (16 U.S.C. 469a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

25. It will, for any repairs or construction financed herewith, comply with applicable standards of safety, decency and sanitation and in conformity with applicable codes, specifications and standards; and, will evaluate the natural hazards in areas in which the proceeds of the grant or loan are to be used and take appropriate action to mitigate such hazards, including safe land use and construction practices.

AI-45488 **Purchasing Department 15. A. 1.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: Comm-Tito Palacios-HC-Pct.2 **Submitted By:** Nielda Cavazos, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

A. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service:

B. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional materials testing for Pct No.2 "ON CALL SERVICES";

Evaluator	MEG Engineering	PSI Engineering	Earth Co.
Score	94	90	88
Ranking			

C. Authority for the Purchasing Department to negotiate a professional contract with the No. 1 ranked firm _____for engineering services for materials testing for Pct No.2 "ON CALL SERVICES".

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:**

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

BUDGETARY IMPACT:

Pct will identify funding

On call services

Attachments

grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/11/2014 03:39 PM
Budget & Management	Debbie Tamez	07/11/2014 04:16 PM
Manuel Chapa	Manuel Chapa	07/11/2014 04:29 PM
Auditor's Office	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Nielda Cavazos Started On: 07/11/2014 11:58 AM

Final Approval Date: 07/11/2014

HIDALGO COUNTY PRECINCT NO 2
FOR

"ENGINEERING"
Materials Testing Services

Pct No. 2 "ON CALL SERVICES"

Scoring & Evaluation GRID

Engineering Services

Evaluator	MEG Engineering	PSI Engineering	Earth Co.
Score	94	90	88
RANKING			

*Scoring & Evaluation was completed by Pct No 2 *

AI-45378 **Purchasing Department 15. A. 2.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted By: Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional services;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional appraisal services providers for (on call as needed basis) for Pct No. 2

	GEORGE J. SALAZAR DBA APPRAISAL HAUS	INTEGRA REALTY RESOURCES	LEONEL GARZA JR. & ASSOC., LLC
EVALUATOR 1	90	91	98

c. Authority for the Purchasing Department to negotiate a professional appraisal services agreement with the No. 1 ranked firm of _____ for professional appraisal services (on call as needed basis) Pct. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-006-0-339

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

BUDGETARY IMPACT:

On call as needed basis. Pct will identify funding.

Available balance (account listed) as of 7-10-14 $7,772.31

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/03/2014 05:42 PM
Budget & Management	Debbie Tamez	07/09/2014 04:49 PM
Manuel Chapa	Manuel Chapa	07/10/2014 04:30 PM
Auditor's Office	Monica Badillo	07/11/2014 05:24 PM
Form Started By: Rocio Villarreal		Started On: 07/03/2014 04:51 PM

Final Approval Date: 07/11/2014

HIDALGO COUNTY PRECINCT NO 2

FOR

Professional Appraisal Services

Scoring & Evaluation
GRID

Total Scores	George J. Salazar DBA Appraisal Haus	Integra Realty Resources	Leonel Garza Jr. & Associates, LLC
Evaluator# 1	90	91	98
Average Score	90	91	98
Commissioners Court Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

AI-45459 **Purchasing Department 15. A. 3.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: Comm. Tito Palacios-HC-Pct.2 **Submitted By:** Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Requesting acceptance and approval of Work Authorization No. 8 (with an estimated cost of $9,361.99) as submitted by Raba Kistner, Inc., Contract# C-13-351-01-21, for Construction Material Testing services for the Pct 2 Roadrunner Subdivision Paving and Drainage Improvement Project.

BACKGROUND

Project is in Pct 1

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-101-0-731

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

BUDGETARY IMPACT:

Funds pending approval of AI#45460 CC 7/15/14.

Attachments

WA 8

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	07/11/2014 03:24 PM
Purchasing Department	Marty Salazar	07/11/2014 03:35 PM
Budget & Management	Debbie Tamez	07/11/2014 04:15 PM
Glinda Pacheco	Glinda Pacheco	07/11/2014 04:51 PM
Auditor's Office	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Erika Zamora Started On: 07/11/2014

Final Approval Date: 07/11/2014

Req# 260126

HIDALGO COUNTY

Professional Construction Material Testing laboratory Services
Agreement # C-13-351-01-21.
Work Authorization Form

WORK AUTHORIZATION NO. 8

THIS WORK AUTHORIZATION is made pursuant to the terms and conditions of Section I.A of the Agreement made by and between **HIDALGO COUNTY**, action herein by and through the **Commissioners' Court**, hereinafter called the **"Owner,"** and, RABA KISTNER Consultants, Inc. Professional Laboratories of McAllen, Texas, hereinafter called **"Laboratory".**

PART 1. SCOPE OF WORK

The purpose of this Work Authorization is for the Laboratory to provide Construction Material Testing for the Precinct No. 2 Roadrunner Subdivision Paving & Drainage Improvements – Alamo, Hidalgo County, Texas.

The scope of services to be provided by the **Owner** is identified in ***EXHIBIT "A" – Scope of Services to be Provided by the Owner*** attached hereto.

The scope of services to be provided by the **Laboratory** is identified in ***EXHIBIT "B" – Scope of Services to be Provided by the Laboratory*** attached hereto.

PART 2. ESTIMATED COST

The estimated cost for the services under this Work Authorization is $9,361.99. This amount is based upon the costs outlined in the Estimated Cost Proposal hereto as ***EXHIBIT "D"***.

PART 3. PAYMENT

Compensation and payment to the Laboratory for the services established under this Work Authorization shall be made in accordance with Article 4 of the Agreement.

PART 4. FUNDING

This Work Authorization No. 8 shall be funded through funding source:

Account No.

Requisition Number 260126 (MUST BE INCLUDED AFTER CC APPROVAL)

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 authorization.

PART 6. RESPONSIBILITIES AND OBLIGATIONS

This Authorization does not waive the parties' responsibilities and obligations provided under the **Agreement**.

WA 8

PART 7. ACKNOWLEDGEMENT AND CONFIRMATION
Acknowledgement and confirmation by Hidalgo County Precinct No 2 Commissioner Hector "Tito" Palacios as to content and detail of this Work Authorization No 8.

HIDALGO COUNTY
COMMISSIONER PRECINCT NO 2

BY: _____

PART 8 ACCEPTANCES 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 LABORATORY:
RABA KISTNER Consultants, Inc.

BY: Dennis C. Charkow

THE OWNER:
HIDALGO COUNTY

Ramon Garcia, County Judge

ATTEST:

Arturo Guajardo Jr., County Clerk

EXHIBIT "A"

SCOPE OF SERVICES TO BE PROVIDED BY THE COUNTY

EXHIBIT "A"

Services to be Provided by County

The following provides an outline of the services to be provided by the Owner in the development of Projects (as defined and more particularly identified in Exhibit "A" attached to this Agreement).

General:

The Owner will provide to the Laboratory the following:

1) **Provide the authorization to proceed with services through coordination with the project consulting and design Laboratory.**
2) **Payment for work performed by the Laboratory and accepted by the Owner in accordance with Article 3 of this Agreement.**
3) **Assistance to the Laboratory, as necessary, to obtain the required data and information from other local, regional, State and Federal agencies the Laboratory cannot easily obtain.**
4) **Provide any available relevant data the Owner may have on file concerning the projects.**
5) **Provide timely review and decisions in response to the Laboratory's request for information and/or required submittals and deliverables, in order for the Laboratory to maintain the agreed upon work schedule prepared in accordance with Exhibit "A" attached to this Agreement.**
6) **Attend and participate in progress meetings as required and as coordinated and conducted by Laboratory.**
7) **Provide the authorization to proceed with services on project by project basis through consulting design and construction Laboratory.**

EXHIBIT "B"

SCOPE OF SERVICES TO BE PROVIDED BY THE LABORATORY

Exhibit "B"

Services to be Provided by Laboratory

The services to be provided by the LABORATORY in providing Geotechnical Laboratory services, Construction Materials Testing Services, Construction Observation Services and Environmental Services for: Hidalgo County Precinct No. 2 Projects, **"ON A AS NEEDED BASIS"** and projects is as follows:

A. Preliminary Phase:

1) Attend preliminary conferences with the OWNER and, if requested, with the funding agency and other government agencies or interested parties regarding the Project.
2) Provide for the necessary geotechnical investigation and testing necessary to develop design.
3) Provide environmental studies as may be necessary to complete a project.
4) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement rehabilitation recommendations for the design, and maintenance projects.
7) Provide assistance to the OWNER in providing pavement condition studies.

B. Design Phase:

1) Attend the OWNER'S and respective Party's meeting as requested for the purpose of explaining geotechnical investigation report recommendations and preliminary testing results and their impact to proposed design activities.
2) Perform any additional geotechnical investigations, testing and environmental studies necessary to collect information required in the design of the Project.
3) Provide assistance to the OWNER in providing material requirements and specifications for design, construction and maintenance projects.
4) Provide assistance to the OWNER in providing pavement design recommendations for the design, construction and maintenance projects.
5) Provide assistance to the OWNER in providing pavement rehabilitation recommendation for the design, construction and maintenance projects.
6) Provide assistance to the OWNER in providing pavement condition studies.
7) Furnish the OWNER all necessary report for preliminary design, design, and construction and maintenance projects.

C. Construction/Maintenance Phase:

1) Attend the OWNER'S and respective Party's pre-construction and construction meetings as requested for the purpose of explaining geotechnical investigation report recommendation and preliminary testing results and their impact to proposed

construction activities and establish coordination and lines of communication for proposed construction materials testing during construction activities.

2) Consult and advise with the OWNER during construction.
3) Provide construction materials testing for construction and maintenance project as required by the project plans and specifications and/or specified by the project design Laboratory.
4) Review all material designs as requested by the OWNER and/or project design Laboratory.
5) Furnish the OWNER all necessary reports for construction and maintenance projects.
6) Provide construction observation services as requested by the OWNER on construction and maintenance projects.

D. Miscellaneous/Other:

1) Act for Owner in professional manner, using that degree of care and skill ordinarily exercised by and consistent with the standards of the profession.
2) Perform all technical services under the general direction of a Licensed Professional Laboratory in the State of Texas and in substantial accordance with the basic requirements of the appropriate Standards of the American Society for Testing and Materials, where applicable, or other standards designated by County.
3) Employ testing machines which have been calibrated within a period not exceeding twelve (12) months from the time of use by devices of accuracy traceable to the National Institute for Standards and Technology (NIST) of the United States Department of Commerce, and, upon request, submit to the OWNER or its authorized representative documentation of such calibration.
4) Promptly submit formal construction materials testing reports for all tests, observations and services performed indicating where applicable, compliance with OWNER specifications or other documents. Such reports shall be completed and factual, citing the tests performed, methods employed, values obtained, parts of the structure and location at which tests were made.
5) The plans and specifications prepared under this Agreement shall become the property of the OWNER upon completion of the work and payment in full of all monies due to the Laboratory.
6) Retain all pertinent records relating to the services performed for a period of five (5) years following submission of all reports, during which period the records will be made available to the Owner within a reasonable time.

NOTE: Change in and/or additional services to Scope will require prior approval from Owner prior to undertaking.

RABA KISTNER
CONSULTANTS

Proposal No.: PMD14-092-00 **EXHIBIT "D"**
July 14, 2014

Raba Kistner Consultants, Inc.
800 E. Hackberry
McAllen, TX 78501
www.rkci.com

P 956 :: 682 :: 5332
F 956 :: 682 :: 5487
TBPE Firm F-3257

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

RE: Construction Materials Observation and Testing Services
Hidalgo County Pct. No. 2 Roadrunner Subdivision Paving & Drainage Improvements
Alamo, Hidalgo County, Texas

Dear Commissioner Palacios:

In accordance with the Professional Services Agreement C-13-351-01-21 with the County of Hidalgo, executed on January 21, 2014, **Raba Kistner Consultants, Inc. (RKCI)** is pleased to have been selected to provide Construction Materials Observation and Testing Services for the above referenced project.

Our opinion of probable cost of services for this project is **$9,361.99.**

Our proposed scope of services and estimated item quantities are based upon the telephone conversation between Ms. Erika Zamora, Director of Administrative Operations with Hidalgo County Precinct #2, and Mr. Rogelio Sustayta with **RKCI**, on Friday, July 11, 2014, and the project drawings received via electronic-mail attachment from Ms. Eliza Yzaguirre, Engineering Tech with Hidalgo County, and are without the aid of the general contractor's schedule. The scope and quantity of services provided will be dependent upon the actual services required/requested by you and/or your representatives. Charges will be assessed only for actual services rendered. All services authorized or requested by you and/or your representatives in excess of the quantities of observation and testing services shown herein will be charged at the appropriate unit rate for such services. Charges will be invoiced on a monthly basis and will show a computerized composite total of services rendered for each service category.

Invoices will be submitted monthly for work in progress in our standard format. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Dallas County, Texas 75397-1037. All parties hereby agree that this contract upon acceptance will be performable in Hidalgo County, Texas. In the event that the State of Texas legislates a sales tax on professional services, the amount of tax applicable will be added to the appropriate service rate charged by **RKCI.**

HIDALGO COUNTY
PRECINCT NO. 2
2014 JUL 14 PM 12 13

We appreciate the opportunity of submitting this proposal and look forward to working with you during the construction of this project. Please return one signed copy of this letter proposal to provide written authorization for our firm to commence work on the services outlined herein. Please complete the attached Project Data Sheet for invoicing and reporting information.

Very truly yours,

RABA KISTNER Consultants, Inc.

Dennis C. Charkow
Supervisor, CME

DCC/rs
Attachments: Basic Charges
I- Standard Terms and Conditions
II- Schedules of Fees

Copies submitted: Above (1)

Accepted By _____
(Signature)

_____
(Typed or Printed Name)

_____
(Title)

Date _____

BASIC CHARGES

1. A vehicle travel charge will be assessed for round trip travel from our office to the project site, material supplier, etc. and back to our office. The charges for travel from our office to the project site and return to our office will be as follows:

   Travel Time (round trip) ..... 1.00 /hour(s)

   Vehicle Trip Charge ..... $ 45.00/trip

2. Service Charges are based on the hourly rates stated herein and will be assessed from the time the Engineer or Technician leaves our office until he returns from the project.

3. Any engineering and/or technical services provided on Saturday, Sunday and all work in excess of "normal" work hours, as stated herein, Monday through Friday, will be charged at an overtime rate of 1.5 times the appropriate hourly rate. Our total cost of services is based upon the assumption most services will be provided during "normal" work hours. Providing an excessive amount of services during days and/or hours requiring overtime rates may significantly increase the total cost of services shown herein.

4. "Normal" work hours are between 7:00 a.m. and 6:00 p.m., including travel time to and from the site unless stated otherwise. Overtime charges will be assessed after eight (8) continuous hours of service rendered during "normal" work hours.

5. Minimum of 2 hours billing per visit to project site.

6. A ten (10) percent project management and administration cost will be added to all invoices.

7. Our opinion of probable cost for each proposal to be submitted is based upon an estimate of the construction materials observation and testing services required to meet the project requirements. Because the general contractor has control over the project and determines the means and methods used to build/construct the project, our proposed scope of services is an estimate. On the basis of the general contractor's schedule, potential retesting of non-compliance items, weather related issues, the actual total services and fees may be higher or lower than the estimates in our proposal. **RKCI** will keep you CLIENT appraised of our billings in comparison to our opinion of probable cost (project budget) over the life of the project. All tests noted as retests of previously non-complaint areas will be billed to the CLIENT. **RKCI** will invoice these tests separately to allow CLIENT to segregate the charges from our normal charges. This will allow CLIENT to back charge the general contractor as necessary. CLIENT will be responsible for payment of all services rendered by **RKCI** for the project.

8. **RKCI** will utilize the on-site initial field curing facilities provided by the contractor. The cost of providing and maintaining these initial curing facilities is not included in our proposal.

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. No. 2 Roadrunner Subdivision Paving & Drainage Improvements
Alamo, Hidalgo County, Texas

SERVICE	UNIT RATE		QUANTITY	TOTAL
Civil Earthwork:				
1. Moisture-Density Relationship (Proctor)	$214.75	each	3	$644.25
2. Atterberg Limits Determinations (P.I.) (ASTM/AASHTO)	$78.25	each	3	$234.75
3. Sieve Analysis -200	$53.00	each	2	$106.00
4. Sieve Analysis - Flexible Base Material	$53.00	each	1	$53.00
5. Technician Time Sampling	$46.00	hour	6	$276.00
6. Proof Rolling Observation	$46.00	hour	2	$92.00
7. Lime Series Curve Determination Including Five pH Determinations	$385.00	each	1	$385.00
8. Field Density Test - Utility Backfill (Assume 1 Density / 200 ln.ft. of Roadway)	$19.75	each	12	$237.00
9. Technician Time - Density Testing - Utility Backfill	$46.00	hour	8	$368.00
10. Field Density Test - Roadway (Assume 1 Density / 200 ln.ft. of Roadway)	$19.75	each	20	$395.00
11. Technician Time - Density Testing - Roadway	$46.00	hour	14	$644.00
12. Vehicle Travel Charge	$45.00	trip	14	$630.00
Subtotal				**$4,065.00**
Concrete:				
1. Concrete Compressive Strength Tests	$14.50	each	20	$290.00
2. Technician Time - Concrete Testing	$46.00	hour	8	$368.00
3. Air Content of Concrete	$27.00	each	4	$108.00
4. Technician Time - Pick-Up of Specimen(s)	$46.00	hour	2	$92.00
5. Vehicle Travel Charge	$45.00	trip	3	$135.00
Subtotal				**$993.00**

-CONTINUED ON PAGE 5 -

CONSTRUCTION MATERIALS TESTING UNIT RATES
Hidalgo County Pct. No. 2 Roadrunner Subdivision Paving & Drainage Improvements
Alamo, Hidalgo County, Texas

Asphalt:				
1. Asphaltic Concrete Laydown Observation	$55.00	hour	20	$1,100.00
2. Field Density Test - Roadway	$19.75	each	8	$158.00
3. Extraction, Gradation, Bitumen Content and Laboratory Density of Asphaltic Concrete	$265.00	each	2	$530.00
4. Maximum Theoretical Specific Gravity of Asphalt	$97.00	each	2	$194.00
5. Asphaltic Concrete Coring: **(6 Cores)**				
a.) Two Men	$94.50	hour	8	$756.00
b.) Coring Rig	$105.75	day	2	$211.50
c.) Generator	$89.25	day	2	$178.50
d.) Bit Wear - Quartz Aggregate (River Gravel)	$4.95	in.-in.	2	$9.90
6. Asphalt and Caliche Thickness **(6 Thickness Test Cores)**	$22.50	each	6	$135.00
7. Vehicle Travel Charge	$45.00	trip	4	$180.00
Subtotal				**$3,452.90**
Other:				
1. Project Administration(Markup of Invoiced Billing Cycle)	10%			$851.09
Subtotal				**$851.09**
		GRAND TOTAL		**$9,361.99**

AI-45380 **Purchasing Department 15. A. 4.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: Comm. Tito Palacios, HC-Pct. 2 Submitted By: Erika Zamora, COMM. PCT. #2

Department: COMM. PCT. #2

Information

CAPTION

Approval of the following invoices listed for previously approved purchase orders for operating expenditures exceeding $7,500:

Invoice No.	Vendor	Amount
B398251-IN	Arguindegui Oil CO II LTD	$ 9,329.91
B401251-IN	Arguindegui Oil CO II LTD	$ 9,230.64

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1200-431-00-122-006-0-626

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

BUDGETARY IMPACT:

PO#702450

FISCAL YEAR: 2014 ACCT. #: 4-1100-432-00-122-001-0-626

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

BUDGETARY IMPACT:

PO#702789

Attachments

1

2

Form Review

Inbox	Reviewed By	Date
Erika Zamora	Erika Zamora	07/11/2014 05:13 PM
Purchasing Department	Marty Salazar	07/11/2014 05:20 PM
Auditor's Office	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Erika Zamora Started On: 07/07/2014

Final Approval Date: 07/11/2014

ARGUINDEGUI OIL CO. II, LTD.

QUALITY FUELS, LUBRICANTS, CHEMICALS & FILTERS

http://www.argpetro.com

PHONE: (800) 722-5251 FAX: (956) 727-7636

FOR REMITTANCE: P.O. BOX 1367 - LAREDO, TEXAS 78042

Invoice Number: B401251-IN
Invoice Date: 6/16/2014
Ship Date: 6/16/2014
Customer Number: 22-0001484
Order Number: V23861

SOLD TO:	SHIP TO:
Hidalgo Co Pct.# 2 (All Co's) PRECINCT 2 (ALL DEPTS) 300 W. HALL ACRES STE.G Pharr, TX 78577 956-787-1891	Hidalgo Co Pct.# 2 (All Co's) PRECINCT 2 (ALL DEPTS) 300 W. HALL ACRES STE.G PACHECO Pharr, TX 78577

CUSTOMER P.O.	INV. DUE DATE	DEL. TICKET	TERMS
686041	7/16/2014		NET 30 DAYS

WHSE:	ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
953	UNLE10	GAL	600.00	600.00	0.00	3.0642	1,838.52
Unleaded Regular Gasoline,3, UN 1203,PGII, OCTANE 87 CON11.5 RVP 10%ET							
953	B5	GAL	1,700.00	1,700.00	0.00	3.1590	5,370.30
DIESEL FUEL , 3, UN1202 PGIII #2DMV15, #2ULSD, 15ppm Sulfur Max. For use in all Diesel vehicles and engines. Not TXLED Compliant. Contains 5% Biodiesel.This product may not be used as fuel for diesel engines in any Texas County requiring the use of low emission diesel							
953	B5D	GAL	500.00	500.00	0.00	3.1420	1,571.00
Ultra Low Dyed Diesel Dyed Diesel Fuel ,3,UN1993,PGIII #2 ULSD, 15ppm Sulfur Max Non-road or tax exempt use only. Contains 5% Biodiesel. For use in 2007 and later Offroad vehicles or engines.							

FUEL TAX RECAP

STATE BIOBLEND GAS TAX	0.20000	120.00
FEDERAL LUST FEE	0.00100	2.80
FEDERAL E10 OIL SPILL FEE	0.00171	1.03
STATE DIESEL FUEL TAX	0.19000	323.00
FEDERAL OIL SPILL FEE	0.00181	3.99

PO Increase was Submitted on 7/7/2014

HIDALGO COUNTY
PRECINCT NO. 2
2014 JUN 20 AM 10 46

PO # 702-450
4-1200-431-00-122-006-0 626
Req # 249011

Unl 10: #1,960.15 B5: #5,698.08

INVOICE RECEIVED BY: _____ ON 6/20/14

GOODS/SERVICES RECEIVED BY: Eduardo Flores ON 6/16/14

RECEIVED BY: _____
SIGNATURE

RECEIVED BY: _____ DATE: _____
PRINT NAME

Net Invoice:	9,230.64
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	9,230.64

ALL INVOICES WHICH ARE PAST DUE WILL BE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH (18% APR) OR THE MAXIMUM RATE ALLOWABLE BY LAW. FINANCE CHARGES WILL BE APPLIED TO ALL PAST DUE BALANCES ACCORDING TO YOUR BILLING TERMS.

ARGUINDEGUI OIL CO. II, LTD.

Tel.: 1-800-722-5251 Fax: (956) 727-7636

Laredo, Texas 78042-1367 — 4506 State Hwy. 359 @ Loop 20 P.O. Box 1367
Edinburg, Texas 78542 — 105 Pennzoil Loop N.
Port Aransas, Texas 78373 — 224 State Hwy. 361
Port Isabel, Texas 78578 — 252 Industrial Drive Ste. E
San Antonio, Texas 78232 — 15600 San Pedro Ave.
Beeville, Texas 78102 — 2001 W. Corpus Christi
Odessa, Texas 79764 — 3381 W. Loop 338

№ 224270

Date: 6-16- 2014

Manifest No.: 000 4535

Sales Order No.: V23861

UNIFORM STRAIGHT BILL OF LADING / SHIPPING MANIFEST / DELIVERY RECEIPT
ORIGINAL - NON NEGOTIABLE

Driver: Rogelio Garcia Truck/Trailer No.: 452

FOR HELP IN EMERGENCIES INVOLVING SPILL, LEAK, FIRE, OR EXPOSURE CALL 1-800-424-9300

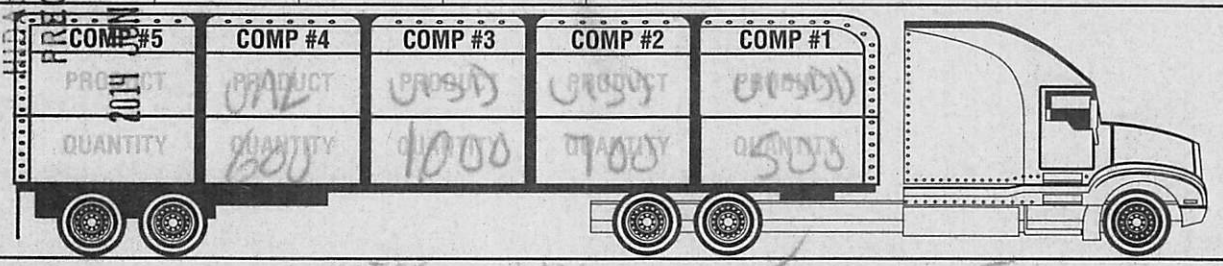
Sold To:	Ship To:
Address: 300 W. Hill Acres Ste G	
City/State/Zip: Pharr TX 78577	Pharr TX
Tel.: (956) 787-1891	

Ship To: po # 686041

The property described below, has been tendered in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as shown below, which said carrier agrees to transport to destination.

QTY.	TYPE	UNLOADING INCHES BEFORE	UNLOADING INCHES AFTER	HAZARDOUS MATERIAL	KIND OF PACKAGE, DESCRIPTION OF PRODUCT, SPECIAL MARKS AND EXCEPTIONS (SUBJECT TO CORRECTION)
600	unl gas	15	36 1/2	X	**UN1203, Gasoline, 3, PGII, Gasoline 87 Oct. with 10% Ethanol**
		inches		X	**UN1203, Gasoline, 3, PGII, Unleaded Plus, 89 Oct. w/ 10% Ethanol**
				X	**UN1203, Gasoline, 3, PGII, Unleaded Super, 93 Oct. w/ 10% Ethanol**
1700	ULSD gas	22 3/4	53	X	**NA1993, Diesel Fuel, 3, PGIII, "On Road" Clear ULSD** 15 PPM Sulfur (maximum) / Undyed Ultra Low Sulfur Diesel Fuel.
500	ULSD gas	16	44 1/2	X	**NA1993, Diesel Fuel, 3, PGIII, "Off Road" Dyed ULSD** 15 PPM Sulfur (maximum) / Dyed Ultra Low Diesel Fuel. Dyed diesel fuel, non-taxable use only, penalty for taxable use.
				X	**NA1993, Diesel Fuel, 3, PGIII, "On Road" Clear ULSD TXLED** 15 PPM (maximum) Undyed Ultra Low Sulfur Diesel. This product is Texas low emission diesel and may be used in counties that require TxLED.
				X	**NA1993, Diesel Fuel, 3, PGIII, "Off Road" Dyed ULSD TXLED** 15 PPM (maximum) DYED Ultra Low Sulfur Diesel. This product is Texas low emission diesel and may be used in counties that require TxLED. Dyed diesel fuel, non-taxable use only, penalty for taxable use.
				X	**UN1230, Methanol, 3, PGII, Methanol 100%** 20 PPM (maximum)

HIDALGO COUNTY PRECINCT NO. 2 JUN 17 2014 AM 10 40



Delivered into Tank No.: Tank Size: ☐ Vertical ☐ Horizontal

ARRIVED TO LOAD	11:35AM	ARRIVE TO UNLOAD	12:30PM	TRIP TIME OUT OF TERMINAL		STARTING MILEAGE	74253	DRIVER SHOULD VERIFY STICK READINGS WITH CUSTOMER REPRESENTATIVE.
STARTED LOADING	11:40AM	FINISH UNLOADING	1:45PM			ENDING MILEAGE	74367	
FINISH LOADING	12:00PM	TOTAL TIME UNLOADING	1:15PM	TRIP TIME BACK TO TERMINAL		TOTAL TRIP MILES	Km	DRIVER MUST VERIFY TANK CONTENTS AND CAPACITY AT EACH DELIVERY; IF PROBLEMS EN ROUTE OR AT DELIVERY, NOTIFY DISPATCHER.
TOTAL LOADING TIME	25m	HOURS ON TRIP						

CARRIER CERTIFICATION

Carrier acknowledges nature of goods and required placards. Carrier certifies that emergency response information was made available and/or carrier has the appropriate response guidebook or equivalent document in the vehicle. Carrier assumes responsibility for all tendered cargo.

Per: RG

Date: 6-16-14

RECEIVER CERTIFICATION / ACKNOWLEDGEMENT

This shipment is received in good condition and the inches indicated are true and correct. I certify that the storage tanks comply with all governmental regulations. The carrier may decline to make delivery of this shipment without payment of freight and other lawful charges. I hereby certify that I instructed driver which tanks to unload each product.

☐ Driver cannot unload until the receiver has acknowledged that this product is "LOW SULFUR" with all applicable taxes and has designated the proper tank to deliver into.

☐ Driver cannot unload until the receiver has acknowledged that this product is "HIGH SULFUR" intended for off highway use and has designated the proper tank to deliver into.

Per: Kim Cache Date: 6-16-14

REORDER: FORMAX PRINTING (956) 235-4040

ARGUINDEGUI OIL CO. II, LTD.

Tel.: 1-800-722-5251 Fax: (956) 727-7636

Laredo, Texas 78042-1357 — 4508 State Hwy. 359 @ Loop 20 — P.O. Box 1367
Edinburg, Texas 78542 — 105 Pennzoil Loop N.
Port Aransas, Texas 78373 — 224 State Hwy. 361
Port Isabel, Texas 78578 — 252 Industrial Drive Ste. E
San Antonio, Texas 78232 — 15600 San Pedro Ave.
Beeville, Texas 78102 — 2001 W. Corpus Christi
Odessa, Texas 79764 — 3381 W. Loop 338

№ 224270

Date: 6-16-2014

Manifest No.: 000 4525

Sales Order No.: V23861

UNIFORM STRAIGHT BILL OF LADING / SHIPPING MANIFEST / DELIVERY RECEIPT
ORIGINAL - NON NEGOTIABLE

Driver: Rogelio GARCIA Truck/Trailer No.: 452

FOR HELP IN EMERGENCIES INVOLVING SPILL, LEAK, FIRE, OR EXPOSURE CALL 1-800-424-9300

Sold To: Hidalgo Co Port #2

Address: 300 W. Hall Acres Ste G

City/State/Zip: Pharr TX 78577

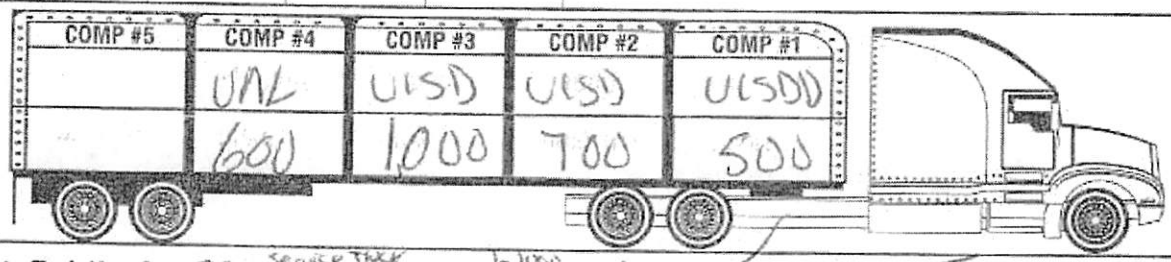
Tel.: (956) 787-1891

Ship To: po # 686041

Pharr TX

The property described below, has been tendered in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as shown below, which said carrier agrees to transport to destination.

QTY.	TYPE	UNLOADING INCHES BEFORE	UNLOADING INCHES AFTER	HAZARDOUS MATERIAL	KIND OF PACKAGE, DESCRIPTION OF PRODUCT, SPECIAL MARKS AND EXCEPTIONS (SUBJECT TO CORRECTION)
600	UNL gals	15	36 ½	X	UN1203, Gasoline, 3, PGII, Gasoline 87 Oct. with 10% Ethanol
		± Inches		X	UN1203, Gasoline, 3, PGII, Unleaded Plus, 89 Oct. w/ 10% Ethanol
				X	UN1203, Gasoline, 3, PGII, Unleaded Super, 93 Oct. w/ 10% Ethanol
1,700	ULSD gals	22 ¾	53	X	NA1993, Diesel Fuel, 3, PGIII, "On Road" Clear ULSD 15 PPM Sulfur (maximum) / Undyed Ultra Low Sulfur Diesel Fuel.
500	ULSD gals	16	44 ½	X	NA1993, Diesel Fuel, 3, PGIII, "Off Road" Dyed ULSD 15 PPM Sulfur (maximum) / Dyed Ultra Low Diesel Fuel. Dyed diesel fuel, non-taxable use only, penalty for taxable use.
				X	NA1993, Diesel Fuel, 3, PGIII, "On Road" Clear ULSD TXLED 15 PPM (maximum) Undyed Ultra Low Sulfur Diesel. This product is Texas low emission diesel and may be used in counties that require TxLED.
				X	NA1993, Diesel Fuel, 3, PGIII, "Off Road" Dyed ULSD TXLED 15 PPM (maximum) DYED Ultra Low Sulfur Diesel. This product is Texas low emission diesel and may be used in counties that require TxLED. Dyed diesel fuel, non-taxable use only, penalty for taxable use.
				X	UN1230, Methanol, 3, PGII, Methanol 100% 20 PPM (maximum)



Delivered Into Tank No.: Acct 730 Service Truck Grey Tank Tank Size: 1-1000 1-500 1-3000 ☑ Vertical ☑ Horizontal

ARRIVED TO LOAD	11:35am	ARRIVE TO UNLOAD	12:30pm	TRIP TIME OUT OF TERMINAL		STARTING MILEAGE	74253	DRIVER SHOULD VERIFY STICK READINGS WITH CUSTOMER REPRESENTATIVE.
STARTED LOADING	11:40pm	FINISH UNLOADING	1:45pm			ENDING MILEAGE	74267	
FINISH LOADING	12:00pm	TOTAL TIME UNLOADING	1:15m	TRIP TIME BACK TO TERMINAL		TOTAL TRIP MILES	14m	DRIVER MUST VERIFY TANK CONTENTS AND CAPACITY AT EACH DELIVERY; IF PROBLEMS EN ROUTE OR AT DELIVERY, NOTIFY DISPATCHER.
TOTAL LOADING TIME	25m	HOURS ON TRIP						

CARRIER CERTIFICATION

Carrier acknowledges nature of goods and required placards. Carrier certifies that emergency response information was made available and/or carrier has the appropriate response guidebook or equivalent document in the vehicle. Carrier assumes responsibility for all tendered cargo.

Per: [signature]

Date: 6-16-14

RECEIVER CERTIFICATION / ACKNOWLEDGEMENT

This shipment is received in good condition and the inches indicated are true and correct. I certify that the storage tanks comply with all governmental regulations. The carrier may decline to make delivery of this shipment without payment of freight and other lawful charges. I hereby certify that I instructed driver which tanks to unload each product.

☐ Driver cannot unload until the receiver has acknowledged that this product is "LOW SULFUR" with all applicable taxes and has designated the proper tank to deliver into.

☐ Driver cannot unload until the receiver has acknowledged that this product is "HIGH SULFUR" intended for off highway use and has designated the proper tank to deliver into.

Per: [signature]

Date: 6-16-14

Marylou Maciel

Subject: SO# V23861- HIDALGO CO PCT 2 06/16/14

FT9_FUEL_TAX_PRICE_LINES				
ItemNumber	TableCode	Date	Time	Cost
B5	OVHA	6/13/2014	1800	3.0478
B5D	OVHA	6/13/2014	1800	3.0308
UNLE10	OVHA	6/13/2014	1800	2.953
UNLPE10	OVHA	6/13/2014	1800	3.0541
UNLSE10	OVHA	6/13/2014	1800	3.3128

3.0642- UNLE10 06/14/14
3.1590- B5 06/14/14
3.1420- B5D 06/14/14

Regards,

Mary Lou Maciel
marylou.maciel@argpetro.com
Arguindegui Oil Co.
(956)722-5251 ext 30

Purchase Order
COUNTY OF HIDALGO

PO# 702450

DATE: 01/03/14

PO TYPE:

VENDOR: 302465 REQ: 00249011

CANCELLED: 04-30-14

PHONE: (800)722-5251

Fax: (956)727-7636 EMAIL:

ARGUINDEGUI OIL CO II LTD
P.O. BOX 1367
LAREDO TX 78042-1367

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT:

SITE: COMMISSIONER, PRECINCT 2

SPECIAL INSTRUCTIONS: REQ. #0003

VENDOR NOTES

1 Do not add to or alter this Purchase Order. This Order is not renewable
2 TAX EXEMPTION. This Purchase Order may be accepted in lieu of Exemption Certificate.
3 This Order is also placed F.O.B. Destination. Vendor must repay all shipping costs.
4 Invoice each Purchase Order singly. Original invoices are required customer copy may be accepted. Our number must appear on all invoices, bills of lading, and packages
5 Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		ROAD MAINTENANCE DEPARTMENT / CONTRACT #E-13 141-04 09 EXPIRES 4/30/2014		
1.00	LOT	CC GASOLINE & DIESEL FUEL (BULK) & TAXES FOR SHOP TANKS (JANUARY to APRIL 30, 2014)	40,000.00	40,000.00
			TOTAL:	40,000.00
		BLANKET PO FOR FUEL REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only 4-1200-431-00-122-006-0-626 40,000.00		

RECEIVED

SCANNED
VMC
Date: 1/7/14

2014 JAN 7 AM 11 16

PRECINCT NO. 2

COUNTY CLERK

Authorized by: Martha L Salazar mlw

ARGUINDEGUI OIL CO. II, LTD.

QUALITY FUELS, LUBRICANTS, CHEMICALS & FILTERS

http://www.argpetro.com

PHONE: (800) 722-5251 FAX: (956) 727-7636

FOR REMITTANCE: P.O. BOX 1367 - LAREDO, TEXAS 78042

Invoice Number: B401251-IN
Invoice Date: 6/16/2014
Ship Date: 6/16/2014
Customer Number: 22-0001484
Order Number: V23861

SOLD TO:	SHIP TO:
Hidalgo Co Pct.# 2 (All Co's) PRECINCT 2 (ALL DEPTS) 300 W. HALL ACRES STE.G Pharr, TX 78577 956-787-1891	Hidalgo Co Pct.# 2 (All Co's) PRECINCT 2 (ALL DEPTS) 300 W. HALL ACRES STE.G PACHECO Pharr, TX 78577

CUSTOMER P.O.	INV. DUE DATE	DEL. TICKET	TERMS
686041	7/16/2014		NET 30 DAYS

WHSE:	ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
953	UNLE10	GAL	600.00	600.00	0.00	3.0642	1,838.52
Unleaded Regular Gasoline,3, UN 1203,PGII, OCTANE 87 CON11.5 RVP 10%ET							
953	B5	GAL	1,700.00	1,700.00	0.00	3.1590	5,370.30
DIESEL FUEL , 3, UN1202 PGIII #2DMV15, #2ULSD, 15ppm Sulfur Max. For use in all Diesel vehicles and engines. Not TXLED Compliant. Contains 5% Biodiesel.This product may not be used as fuel for diesel engines in any Texas County requiring the use of low emission diesel							
953	B5D	GAL	500.00	500.00	0.00	3.1420	1,571.00
Ultra Low Dyed Diesel Dyed Diesel Fuel ,3,UN1993,PGIII #2 ULSD, 15ppm Sulfur Max Non-road or tax exempt use only. Contains 5% Biodiesel. For use in 2007 and later Offroad vehicles or engines.							

FUEL TAX RECAP

STATE BIOBLEND GAS TAX	0.20000	120.00
FEDERAL LUST FEE	0.00100	2.80
FEDERAL E10 OIL SPILL FEE	0.00171	1.03
STATE DIESEL FUEL TAX	0.19000	323.00
FEDERAL OIL SPILL FEE	0.00181	3.99

Unle 10 #1,838.52

600 g x .00100 = .600
600 g x .20000 = 120,000
600 g x .00171 = 1.026
#1,960.146

B5 #5,370.30

1,700 g x .19000 = 323.000
1,700 g x .00100 = 1.700
1,700 g x .00181 = 3.077
#5,698.077

HIDALGO COUNTY
PRECINCT NO. 2
2014 JUN 20 AM 10 46

INVOICE RECEIVED BY: _____ ON 6/20/14

GOODS/SERVICES RECEIVED BY: Eduardo Flores ON 6/16/14

RECEIVED BY: _____
SIGNATURE

RECEIVED BY: _____ DATE: _____
PRINT NAME

Net Invoice:	9,230.64
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	9,230.64

ALL INVOICES WHICH ARE PAST DUE WILL BE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH (18% APR) OR THE MAXIMUM RATE ALLOWABLE BY LAW. FINANCE CHARGES WILL BE APPLIED TO ALL PAST DUE BALANCES ACCORDING TO YOUR BILLING TERMS.

ARGUINDEGUI OIL CO. II, LTD.

QUALITY FUELS, LUBRICANTS, CHEMICALS & FILTERS

http://www.argpetro.com

PHONE: (800) 722-5251 FAX: (956) 727-7636

FOR REMITTANCE: P.O. BOX 1367 - LAREDO, TEXAS 78042

Invoice Number: B398251-IN
Invoice Date: 5/23/2014
Ship Date: 5/23/2014
Customer Number: 22-0001484
Order Number: V23616

SOLD TO:	SHIP TO:
HIDALGO CO PCT.# 2 (ALL CO'S) PRECINCT 2 (ALL DEPTS) 300 W. HALL ACRES STE.G Pharr, TX 78577 956-787-1891	HIDALGO CO PCT.# 2 (ALL CO'S) PRECINCT 2 (ALL DEPTS) 300 W. HALL ACRES STE.G PEPE 787-1891 Pharr, TX 78577 956-787-1891

CUSTOMER P.O.	INV. DUE DATE	DEL. TICKET	TERMS
686041	6/22/2014	223689	NET 30 DAYS

WHSE:	ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
953	B5	GAL	2,800.00	2,800.00	0.00	3.1393	8,790.04

DIESEL FUEL , 3, UN1202 PGIII
#2DMV15, #2ULSD, 15ppm Sulfur Max. For use in all Diesel vehicles and engines. Not TXLED Compliant. Contains 5% Biodiesel.This product may not be used as fuel for diesel engines in any Texas County requiring the use of low emission diesel

FUEL TAX RECAP

STATE DIESEL FUEL TAX	0.19000	532.00
FEDERAL LUST FEE	0.00100	2.80
FEDERAL OIL SPILL FEE	0.00181	5.07

HIDALGO COUNTY
PRECINCT NO. 2
2014 MAY 30 AM 11 28

PO # 702450
4-1200-431-00-122-006-0-626
Req # 24901

BS: #9,329.91

INVOICE RECEIVED BY: _____ ON 5/30/14

GOODS/SERVICES RECEIVED BY: _____ ON 5/23/14

RECEIVED BY: _____
SIGNATURE

RECEIVED BY: _____ DATE: _____
PRINT NAME

Net Invoice:	9,329.91
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	9,329.91

ALL INVOICES WHICH ARE PAST DUE WILL BE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH (18% APR) OR THE MAXIMUM RATE ALLOWABLE BY LAW. FINANCE CHARGES WILL BE APPLIED TO ALL PAST DUE BALANCES ACCORDING TO YOUR BILLING TERMS.

ARGUINDEGUI OIL CO. II, LTD.

Tel.: 1-800-722-5251 Fax: (956) 727-7636

Laredo, Texas 78042-1367 — 4506 State Hwy. 359 @ Loop 20 P.O. Box 1367
Edinburg, Texas 78542 — 105 Pennzoil Loop N.
Port Aransas, Texas 78373 — 224 State Hwy. 361
Port Isabel, Texas 78578 — 252 Industrial Drive Ste. E
San Antonio, Texas 78232 — 15600 San Pedro Ave.
Beeville, Texas 78102 — 2001 W. Corpus Christi
Odessa, Texas 79764 — 3381 W. Loop 338

№ 223689

Date: 5-23- 2014

Manifest No.: 0000020

Sales Order No.: V23616

UNIFORM STRAIGHT BILL OF LADING / SHIPPING MANIFEST / DELIVERY RECEIPT
ORIGINAL - NON NEGOTIABLE

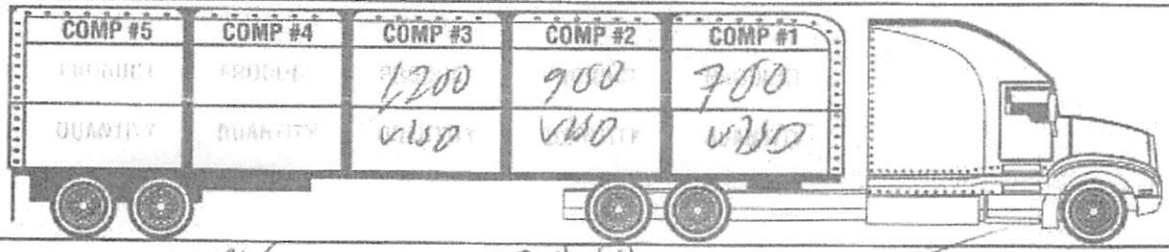
Driver: Jesus O. Hernandez Truck/Trailer No.: 440

FOR HELP IN EMERGENCIES INVOLVING SPILL, LEAK, FIRE, OR EXPOSURE CALL 1-800-424-9300

Sold To: Hidalgo Co pct #2 All Co's	Ship To: Hidalgo Co pct #2 All Co's
Address: 900 W Hall Acres ste 6	900 W Hall Acres ste 6
City/State/Zip: Pharr Tx 78577	Pepe 787-1891
Tel.: (956) 787-1891	Pharr Tx 78577

The property described below, has been tendered in apparent good order, except as noted (contents and conditions of contents of packages unknown), marked, consigned, and destined as shown below, which said carrier agrees to transport to destination.

QTY.	TYPE	UNLOADING INCHES BEFORE	UNLOADING INCHES AFTER	HAZARDOUS MATERIAL	KIND OF PACKAGE, DESCRIPTION OF PRODUCT, SPECIAL MARKS AND EXCEPTIONS (SUBJECT TO CORRECTION)
				X	**UN1203, Gasoline, 3, PGII, Gasoline 87 Oct. with 10% Ethanol**
				X	**UN1203, Gasoline, 3, PGII, Unleaded Plus, 89 Oct. w/ 10% Ethanol**
✓				X	**UN1203, Gasoline, 3, PGII, Unleaded Super, 93 Oct. w/ 10% Ethanol**
2,800	ULSD	23/4	587	X	**NA1993, Diesel Fuel, 3, PGIII, "On Road" Clear ULSD** 15 PPM Sulfur (maximum) / Undyed Ultra Low Sulfur Diesel Fuel.
				X	**NA1993, Diesel Fuel, 3, PGIII, "Off Road" Dyed ULSD** 15 PPM Sulfur (maximum) / Dyed Ultra Low Diesel Fuel. Dyed diesel fuel, non-taxable use only, penalty for taxable use.
				X	**NA1993, Diesel Fuel, 3, PGIII, "On Road" Clear ULSD TXLED** 15 PPM (maximum) Undyed Ultra Low Sulfur Diesel. This product is Texas low emission diesel and may be used in counties that require TxLED.
				X	**NA1993, Diesel Fuel, 3, PGIII, "Off Road" Dyed ULSD TXLED** 15 PPM (maximum) DYED Ultra Low Sulfur Diesel. This product is Texas low emission diesel and may be used in counties that require TxLED. Dyed diesel fuel, non-taxable use only, penalty for taxable use.
				X	**UN1230, Methanol, 3, PGII, Methanol 100%** 20 PPM (maximum)



Delivered into Tank No.: TANK 603 Tank Size: 3,000 ☐ Vertical ☑ Horizontal

ARRIVED TO LOAD	8:47 AM	ARRIVE TO UNLOAD	9:44 AM	TRIP TIME OUT OF TERMINAL		STARTING MILEAGE	183436	DRIVER SHOULD VERIFY STICK READINGS WITH CUSTOMER REPRESENTATIVE.
STARTED LOADING	8:47 AM	FINISH UNLOADING	10:31 AM			ENDING MILEAGE	183449	
FINISH LOADING	9:19 AM	TOTAL TIME UNLOADING	47	TRIP TIME BACK TO TERMINAL		TOTAL TRIP MILES	13	DRIVER MUST VERIFY TANK CONTENTS AND CAPACITY AT EACH DELIVERY; IF PROBLEMS EN ROUTE OR AT DELIVERY, NOTIFY DISPATCHER.
TOTAL LOADING TIME	32	HOURS ON TRIP						

CARRIER CERTIFICATION

Carrier acknowledges nature of goods and required placards. Carrier certifies that emergency response information was made available and/or carrier has the appropriate response guidebook or equivalent document in the vehicle. Carrier assumes responsibility for all tendered cargo.

Per: Jesus O. Hernandez

Date: 5-23-14

RECEIVER CERTIFICATION / ACKNOWLEDGEMENT

This shipment is received in good condition and the inches indicated are true and correct. I certify that the storage tanks comply with all governmental regulations. The carrier may decline to make delivery of this shipment without payment of freight and other lawful charges. I hereby certify that I instructed driver which tanks to unload each product.

☐ Driver cannot unload until the receiver has acknowledged that this product is "LOW SULFUR" with all applicable taxes and has designated the proper tank to deliver into.

☐ Driver cannot unload until the receiver has acknowledged that this product is "HIGH SULFUR" intended for off highway use and has designated the proper tank to deliver into.

Per: [signature]

Date: 5-23-14

REORDER: FORMAX PRINTING (956) 605-4048

Rachel Farias

Subject: 05-23-14 HIDALGO CO V23616

FT9_FUEL_TAX_PRICE_LINES				
ItemNumber	TableCode	Date	Time	Cost
B5	OVHA	5/22/2014	1800	3.0281
B5D	OVHA	5/22/2014	1800	3.004
UNLE10	OVHA	5/22/2014	1800	2.9724
UNLPE10	OVHA	5/22/2014	1800	3.0735
UNLSE10	OVHA	5/22/2014	1800	3.3314

B5 3.1393

Purchase Order
COUNTY OF HIDALGO

PO# 702450

DATE: 01/03/14

PAGE NO: 1 of 1

PO TYPE:

VENDOR: 302465 REQ: 00249011 CANCELLED: 04-30-14

PHONE: (800)722-5251

Fax: (956)727-7636 EMAIL:

ARGUINDEGUI OIL CO II LTD
P.O. BOX 1367
LAREDO TX 78042-1367

SHIP TO: HIDALGO CO. PCT 2
300 WEST HALL ACRES, SUITE G
PHARR TX 78577

CONTACT:

SITE: COMMISSIONER, PRECINCT 2

SPECIAL INSTRUCTIONS: REQ. #0003

VENDOR NOTES

1 Do not add to or alter this Purchase Order This Order is not renewable
2 TAX EXEMPTION: This Purchase Order may be accepted in lieu of Exemption Certificate.
3 This Order is also placed F.O.B. Destination Vendor must repay all shipping costs.
4 Invoice each Purchase Order singly Original invoices are required customer copy may be accepted Our number must appear on all invoices, bills of lading, and packages
5 Payment will be made only for bona fide and full completed orders, unless otherwise attached.

QTY	UOM	DESCRIPTION	UNIT PRICE	AMOUNT
		DO NOT DUPLICATE ORDER		
		ROAD MAINTENANCE DEPARTMENT / CONTRACT #E-13 141-04-09 EXPIRES 4/30/2014		
1.00	LOT	CC GASOLINE & DIESEL FUEL (BULK) & TAXES FOR SHOP TANKS (JANUARY to APRIL 30, 2014)	40,000.00	40,000.00
			TOTAL:	40,000.00
		BLANKET PO FOR FUEL REPORT ROAD HAZARDS 1-866-HCR-SAFE OR 1-866-427-7233		
		********** For Hidalgo County use only		
		4-1200-431-00-122-006-0-626 40,000.00		

ENTERED

SCANNED
Date: 1/7/14

2014 JUN 2 AM 11 16

HIDALGO COUNTY
PRECINCT NO. 2

Authorized by: Martha L. Salazar

ARGUINDEGUI OIL CO. II, LTD.

QUALITY FUELS, LUBRICANTS, CHEMICALS & FILTERS

http://www.argpetro.com

PHONE: (800) 722-5251 FAX: (956) 727-7636

FOR REMITTANCE: P.O. BOX 1367 - LAREDO, TEXAS 78042

Invoice Number: B398251-IN
Invoice Date: 5/23/2014
Ship Date: 5/23/2014
Customer Number: 22-0001484
Order Number: V23616

SOLD TO:	SHIP TO:
HIDALGO CO PCT.# 2 (ALL CO'S) PRECINCT 2 (ALL DEPTS) 300 W. HALL ACRES STE.G Pharr, TX 78577 956-787-1891	HIDALGO CO PCT.# 2 (ALL CO'S) PRECINCT 2 (ALL DEPTS) 300 W. HALL ACRES STE.G PEPE 787-1891 Pharr, TX 78577 956-787-1891

CUSTOMER P.O.	INV. DUE DATE	DEL. TICKET	TERMS
686041	6/22/2014	223689	NET 30 DAYS

WHSE:	ITEM NO.	UNIT	ORDERED	SHIPPED	BACK ORD	PRICE	AMOUNT
953	B5	GAL	2,800.00	2,800.00	0.00	3.1393	8,790.04

DIESEL FUEL, 3, UN1202 PGIII
#2DMV15, #2ULSD, 15ppm Sulfur Max. For use in all Diesel vehicles and engines. Not TXLED Compliant. Contains 5% Biodiesel.This product may not be used as fuel for diesel engines in any Texas County requiring the use of low emission diesel

FUEL TAX RECAP

STATE DIESEL FUEL TAX	$ 8,790.04	0.19000	532.00
FEDERAL LUST FEE		0.00100	2.80
FEDERAL OIL SPILL FEE		0.00181	5.07

2,800 (g) x .19000 = $ 532.00
2,800 (g) x .00100 = $ 2.800
2,800 (g) x .00181 = $ 5.068
$ 9,329.908

HIDALGO COUNTY
PRECINCT NO. 2
2014 MAY 30 AM 11 28

INVOICE RECEIVED BY: _____ ON 5/30/14
GOODS/SERVICES RECEIVED BY: _____ ON 5/23/14

RECEIVED BY: _____
SIGNATURE

RECEIVED BY: _____ DATE: _____
PRINT NAME

Net Invoice:	9,329.91
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
Invoice Total:	9,329.91

ALL INVOICES WHICH ARE PAST DUE WILL BE SUBJECT TO A FINANCE CHARGE OF 1.5% PER MONTH (18% APR) OR THE MAXIMUM RATE ALLOWABLE BY LAW. FINANCE CHARGES WILL BE APPLIED TO ALL PAST DUE BALANCES ACCORDING TO YOUR BILLING TERMS.

AI-45461 **Purchasing Department 15. A. 5.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: Comm. Tito Palacios-HC-Pct.2 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

a. Requesting exemption from competitive bidding requirements under the Texas Local Government Code, Section 262.024 (A) (4) a professional service;

b. Presentation of scoring grid (for the purpose of ranking by CC) of the firms graded and evaluated through the County's approved "pool" of professional review appraisal services providers for (on call as needed basis) for Pct No. 2;

Total Scores	HLH Appraisal Services	Professional Appraisal Services	Integra Realty Resources
Evaluator# 1	98	95	91
Average Score	98	95	91
Commissioners Court Ranking			

c. Authority for the Purchasing Department to negotiate a professional review appraisal services agreement with the No. 1 ranked firm of _____ for professional review appraisal services (on call as needed basis) Pct. 2.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-122-006-0-339

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

BUDGETARY IMPACT:

On call as needed basis. Pct will identify funding.

Available balance (account listed) as of 7-11-14 $7,772.31

Attachments

Scoring Grid

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/11/2014 02:39 PM
Budget & Management	Debbie Tamez	07/11/2014 03:00 PM
Auditor's Office	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Rocio Villarreal Started On: 07/11/2014 11:02 AM

Final Approval Date: 07/11/2014

HIDALGO COUNTY PRECINCT NO 2

FOR

Professional Review Appraisal Services

Scoring & Evaluation
GRID

Total Scores	**HLH Appraisal Services**	**Professional Appraisal Services**	**Integra Realty Resources**
Evaluator# 1	98	95	91
Average Score	98	95	91
Commissioners Court Ranking			

*SCORING & EVALUATION COMPLETED BY PCT NO 2

AI-45350 **Purchasing Department** **15. B. 1.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: Comm. Joe Flores-HC-Pct. 3 **Submitted By:** Rocio Villarreal, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval to execute the final form of a Professional Surveying Services Agreement with Quintanilla, Headley and Associates, for "Road and Bridge, CIP and Other Projects in General for Pct 3" as approved for negotiations on CC 6/3/14.

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1200-431-00-123-005-0-339

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

BUDGETARY IMPACT:

Services are on an "as needed" basis.

Available balance (account listed) as of 7-8-14 $20,970.48

Possible funding source is Pct. 3 Rd. Maint. Funding source(s) to be used is contingent on projects identified which require surveying services.

Attachments

LEGAL

CONTRACT

Form Review

Inbox	Reviewed By	Date
Purchasing Department		07/03/2014 04:25 PM
Budget & Management	Debbie Tamez	07/03/2014 04:34 PM
Manuel Chapa	Manuel Chapa	07/11/2014 04:39 PM
Auditor's Office	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Rocio Villarreal Started On: 07/03/2014 09:35 AM

Final Approval Date: 07/11/2014

RE: C-14-291-07-15-Quintanilla Headley and Assoc.

From : Steve Crain <scrain@atlashall.com> Wed, Jul 09, 2014 05:04 PM
Subject : RE: C-14-291-07-15-Quintanilla Headley and Assoc.
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreement is fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, July 09, 2014 4:15 PM
To: Steve Crain
Subject: Re: C-14-291-07-15-Quintanilla Headley and Assoc.

For your review and approval as to form.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

From: "Steve Crain" <scrain@atlashall.com>
To: "Rocio Villarreal" <rocio.villarreal@co.hidalgo.tx.us>
Sent: Wednesday, July 9, 2014 2:18:18 PM
Subject: RE: C-14-291-07-15-Quintanilla Headley and Assoc.

OK, Just change the section heading to “Law and Venue”.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Wednesday, July 09, 2014 2:09 PM
To: Steve Crain
Subject: Re: C-14-291-07-15-Quintanilla Headley and Assoc.

Mr. Crain:

THE STATE OF TEXAS §
§
COUNTY OF HIDALGO §

PROFESSIONAL SERVICES AGREEMENT
C-14-291-07-15

THIS AGREEMENT is made effective the 15th day of July, 2014, by and between the **County of Hidalgo, Texas** ("County") and **Quintanilla, Headley and Associates, Inc.** ("Surveyor").

W I T N E S S E T H:

WHEREAS, the County requires "Surveying Services" for **"Road and Bridge, C.I.P.** and **Other Projects in General" (on call and an as needed basis)** located within **Hidalgo County Precinct No. 3,** and

WHEREAS, the County of Hidalgo solicited Request for Qualifications (RFQ) for the development and establishment of a yearly pool for "Professional Surveying Services," and

WHEREAS, from which "Professional Surveyor" has been selected from the "Pool" of pre-qualified Surveyors from response to the Request for Qualifications (RFQ), and

WHEREAS, County has determined that the services of "Professional Surveyor" are sometimes necessary to carry out the required Surveying activities; and

WHEREAS, pursuant to Texas Government Code Section 2254.002, "The Professional Services Procurement Act," Government Code, the County requested proposals from professional Surveyors to assist the County by providing Surveying services; and

WHEREAS, County has selected the Surveyor to provide Surveying services within Hidalgo County Precinct No. 3, in accordance to Exhibit "A-1", Request for Qualifications (RFQ) Procurement Packet and through its procured approved pool of Surveyors.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein

contained, County and Surveyor do mutually agree as follows:

1. **Scope of Services.** Surveyor agrees to provide to County "Surveying services" for and in connection to the: **"Road and Bridge, C.I.P. and Other Projects in General" (on call and on an as needed basis)** located within **Hidalgo County Precinct No. 3,** as shown in Exhibit "A" attached hereto and entitled "Services to be Provided by the Surveyor." ***In the event the Surveyor does not provide the Scope of Services prior to the date specified on the purchase order, the Purchase Order will become NULL and VOID. If such Purchase Order becomes NULL and VOID and the Scope of Services is secured from another firm, Surveyor will be responsible for any additional charges or expenses incurred by Hidalgo County.***

Further, in the event that it is demonstrated by Surveyor that Hidalgo County has caused or delayed thus preventing the Surveyor from meeting the specified agreed upon deadline to provided the Scopes of Services ordered, Surveyor must advise in written notice to the Purchasing Department to authorize and to secure additional time to comply.

2. **Term.** This Agreement shall commence upon approval of this agreement for a term of **one (1) year,** effective **July 15, 2014,** expiring, **July 14, 2015** or unless sooner terminated as provided herein. The Surveyor will not begin work or incur costs until authorized in writing by the County for each **"Purchase Order".**

The County assumes no liability or obligation for payment to the Surveyor for work performed or costs incurred by the Surveyor prior to the date authorized by the County for the Surveyor to begin work, during periods when work is suspended, or subsequent to the Termination Date.

3. **Non-Exclusive Services of Surveyor** Hidalgo County reserves the right to

request these services from other sources other than the Surveyor and shall not be in violation of any terms or conditions of this Agreement.

4. **Compensation.** As consideration for rendering the Services provided for in this Agreement, the County agrees to pay the Surveyor the amounts specified in Exhibit "B" attached hereto payable against written invoice submitted by Surveyor. The Surveyor is authorized to submit periodic requests for payment within thirty days after completion of each work order. The request for payment shall be made using forms acceptable to the County and shall show the total amount earned to the date of submission and the amount due and payable as of the date of the current billing. Upon receipt of said request for payment, County shall submit a requisition for payment of said services in the customary manner provided for payments utilized by Hidalgo County, Texas. Surveyor agrees to separately account for the receipt and/or expenditure of funds received pursuant to this Agreement and to keep adequate books and records of all such receipts and/or expenditures. All payments to Surveyor shall be mailed to the address shown in numbered paragraph 21, hereof.

5. **Progress.** Upon acceptance of a work order, the Surveyor shall undertake and complete the authorized work. The County or the Surveyor can request conferences to be provided at the Surveyor's office, the office of the County, or at other agreed upon locations.

6. **Inspection of Work.** The County has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder and the premises in which it is being performed. If any inspection or evaluation is made on the premises of the Surveyor, or a subcontractor, the Surveyor shall provide and require its subcontractor to provide all reasonable facilities and assistance for the safety and

convenience of the inspectors in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

7. **Amendments.** If it becomes necessary at any time during the agreement period to change the scope of work, the agreement period, the maximum amount payable, the complexity, or the character of this agreement, an amendment must be prepared and executed within the agreement period. The County retains the right to reject any such amendment proposed by the Surveyor unless the County finds the proposed amendment necessary to complete the work authorized herein. Any such amendments be made in writing agreed to by all parties hereto and duly executed before the end of the agreement period as specified.

If the County finds it necessary to require changes in completed work because of errors made by the Surveyor, the County shall require the Surveyor to correct the work at no cost to the County and without amendment to the agreement. If the changes are made at the request of the County and are not due to errors of the Surveyor, the County will reimburse the Surveyor for the additional work at the same rate of pay established in Exhibit "B" "Basis for Payment." If payment for the additional work will cause the maximum amount payable to be exceeded, an amendment shall be executed in accordance with the terms of this provision.

8. **Reporting.** The Surveyor shall promptly advise the County in writing of events which have a significant impact upon the agreement, including:

1. Problems, delays, or adverse conditions which will materially affect the ability to meet time schedules and goals, or preclude the attainment of project work units by established time periods. This disclosure shall be accompanied by a statement of the action taken, or contemplated, and any County or, if Federal funds are involved, Federal assistance needed to resolve the situation.

2. Favorable developments or events which enable meeting time

schedules and goals sooner than anticipated or producing more work units than originally projected.

9. **Ownership of Documents.** Upon completion or termination of this agreement, all documents prepared by the Surveyor or furnished to the Surveyor by the County shall be delivered to and become the property of the County. All sketches, photographs, calculations, and other data prepared under this agreement shall be made available, upon request, to the County without restriction or limitation on their further use. The Surveyor may, at its own expense, have copies made of the documents or any other data furnished the County under this agreement.

10. **Independent Contractor.** Surveyor must comply with all applicable Hidalgo County policies and with any applicable federal, state or local laws, regulations, orders or ordinances applicable to the services provided by Surveyor under this Agreement. Notwithstanding the foregoing sentence, Surveyor represents and maintains that it is an independent contractor and is not an employee of Hidalgo County, Texas, or any agency thereof, and represents and warrants that it does not desire or request any fringe benefits provided to employees of Hidalgo County, Texas, and/or any agency thereof, including, but not limited to benefits associated with Hidalgo County's civil service program. Surveyor agrees to be responsible for any federal income tax, withholding or social security tax liability that might arise from payments received hereunder.

11. **Voluntary Termination.** The County may terminate this Agreement at any time for any reason or no reason at all upon the giving of thirty (30) days prior written notice to the other party.

12. **Insurance.** Surveyor agrees to provide liability insurance covering its activities in providing the services for County in an amount not less than the minimum amounts prescribed by the Texas Tort Claims Act, ' 100.001, et seq., Texas Civil Practices

and Remedies Code, and shall furnish department a certificate of insurance, Exhibit "C," issued by the insurer that such insurance is in full force and effect.

13. **No Assignment.** Except as otherwise herein provided, Surveyor, may not assign the obligations or rights under this agreement to any person without the prior written consent of County.

14. **Conflict.** 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 agreement, 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.

15. **Termination by County.** If Surveyor fails to deliver quality service, fails to achieve the defined goals, outcomes, strategies and outputs set by County, or if Surveyor fails to comply with any conditions in this Agreement, then County shall have the right to terminate this Agreement upon the giving of ten (10) days prior written notice to Surveyor.

16. **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.

17. **Entire Agreement.** This Agreement contains the entire agreement between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or

amended only by agreement in writing executed by County and Surveyor, and not otherwise.

18. **Law and Venue.** 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.

19. **Hold Harmless.** In the event Surveyor should cause, either directly or indirectly, damage, loss, destruction, liability, or claims against the other party as a result of intentional conduct, negligence or otherwise, Surveyor shall hold harmless and indemnify County from any and all obligations, liabilities, causes of action, lawsuits, damages, and assessments, including legal fees, etc., that result from the Surveyor=s intentional actions or negligence. This indemnification clause shall survive this Agreement and be enforceable as a separate agreement in the event its survival and enforcement becomes necessary.

20. **Attorney's Fees.** In the unlikely event that a dispute occurs which is litigated or arbitrated, or a cause of action in law or equity is filed concerning the operation, construction, interpretation, or enforcement of this Agreement, the losing party shall bear the cost of the attorney's fees incurred by the prevailing party and any and all costs applicable thereto, including, but not limited to, court costs, deposition fees, expert witness fees, out-of-pocket expenses and travel expenses which are incurred by the prevailing party.

21. **Notices.** 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:	County of Hidalgo Attention: County Judge 302 W. University Drive Edinburg, Texas 78539
If to Surveyor:	Quintanilla, Headley and Associates, Inc. Attention: Alfonso Quintanilla, P.E. 124 E. Stubbs Street Edinburg, Texas 78539

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.

22. **Execution of 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.

23. **Binding Agreement.** 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.

24. **Gender.** 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

25. **Authority.** The execution and performance of this Agreement by County and Surveyor have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of County and

Surveyor in accordance with its terms.

26. **Commitment of Current Revenues.** In the event that, during any term hereof, the County does not appropriate sufficient funds to meet to the obligations of this Agreement, the County may terminate this Agreement upon thirty (30) days written notice to the Surveyor. The County agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of the County pursuant to the provisions of Tex. Loc. Govt. Code Ann. ' 271.903 (Vernon Supp. 1995).

WITNESS WHEREOF, the **Surveyor** and the **Owner** have caused this **Agreement for Professional Services** to be effective as of the _____day of _____, 2014.

SURVEYOR:
QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

BY:_____

OWNER:
HIDALGO COUNTY

BY:_____
Hon. Ramon Garcia, County Judge

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez L.L.P.

By:_____

ATTACHMENTS:

EXHIBIT A-1	-Request for Qualifications (RFQ) Procurement Packet
EXHIBIT A	-Scope of Services to be provided by the Surveyor
EXHIBIT B	-Surveying Rate Schedule
EXHIBIT C	-Certificate of Insurance (*Hidalgo County)*

EXHIBIT "A-1"
Request for Qualifications
(RFQ) Procurement Packet

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

November 18, 2013

Participant's name

Address

City

State, Zip Code

Re: **HIDALGO COUNTY**
Request for Qualifications-**"Professional Surveyors Services Pool-Hidalgo County"**
(Including all funding sources, programs, and entities)
RFQ No: 2014-007-12-11-MEG

Dear Respondents:

Enclosed please find a Request for Qualifications (RFQ) packet for your consideration. Hidalgo County Purchasing Department welcomes and appreciates your participation in the RFQ process.

We have updated our RFQ packet. Carefully read and review all instructions, requirements, specifications and/or scope of work included in this packet.

If any further assistance is required, please do not hesitate to call the Purchasing Department at (956) 318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/meg

Enclosures

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

REQUEST FOR QUALIFICATIONS (RFQ)

TABLE OF CONTENTS

HIDALGO COUNTY
"Professional Surveyors Services Pool"
(Including all funding sources, programs, and entities)

RFQ No: 2014-007-12-11-MEG

Item	Description	No. of Pages
1.	Request for Qualifications Letter	1
2.	Request for Qualifications, Legal Notice	9
3.	Exhibit A, Requirements	8
4.	Exhibit B, Evaluation Criteria	2
5.	Exhibit C, Insurance Requirements,	4
6.	Exhibit D, CIQ Conflict of Interest Questionnaire	1
7.	Exhibit E, Proposer's Affidavit	1
8.	Vendor/Bidder Application and W-9 form	6
9.	Certification Regarding Debarment	1
10.	RFQ Submittal Check List	1

The above mentioned items shall be found in the Request for Qualifications (RFQ) packet that is attached herewith. Should you find that any of the items are not attached in its entirety please contact Purchasing by calling (956) 318-2626, advise of missing documentation, and Purchasing will forward information either through facsimile or by U.S. Mail.

Thank you.

Martha L. Salazar, CPPB, Purchasing Agent

November 18, 2013
Date

REQUEST FOR QUALIFICATIONS (RFQ)

HIDALGO COUNTY

(Including all funding sources, programs, and entities)

"Professional Surveyors Services Pool"

RFQ NO: 2014-007-12-11-MEG

Acceptance Due Date: **December 11, 2013**

Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department

Project Buyer Contact Information:

Elena Gomez, Buyer II
(956) 292-7000 Ext. 4855
elena.gomez@co.hidalgo.tx.us

1. Sealed Qualifications will be received for "HIDALGO COUNTY (Including all funding sources, programs, and entities) **Professional Surveyors Services Pool"**, in accordance with the requirements attached hereto as Exhibit "A." Qualifications should address all requirements set forth. Respondents 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 Qualifications.

2. One (1) original, seven (7) copies of all Qualifications and two (2) CDs in PDF Format are required with the respondent'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, ***RFQ– 2014-007-12-11-MEG-HIDALGO COUNTY*** *(Including all funding sources, programs, and entities)* **"Professional Surveyors Services Pool"**, and in County's Purchasing Department, Physical Location: 2802 S. Business Hwy. 281 Postal/ Mailing: 2812 S. Business Hwy. 281 New Administration Building , Edinburg, Texas, **ON OR BEFORE 9:30 A.M., WEDNESDAY, DECEMBER 11, 2013.**

   NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY QUALIFICATION 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 QUALIFICATION.

   Hidalgo County reserves the right to refuse and reject any/all qualifications and to waive any/all formalities or technicalities, or to accept the qualifications considered the best and most advantageous to Hidalgo County.

3. Hidalgo County reserves the right to separate and accept, or eliminate any item(s) listed under this qualification that it deems necessary to accommodate budgetary and/or operational requirements. Hidalgo County also reserves the right to reject any or all qualifications submitted and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification for approval. Receipt of any qualification shall under no circumstances obligate County to accept the lowest dollar qualification. The award of this contract shall be made to the responsible offeror whose qualification 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 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 respondent, or to reject all qualifications and re-advertise.

5. For work to be performed at a County owned or operated location, each respondent shall, in its sole discretion, visit the job site before preparing the qualification and thoroughly familiarize himself/herself with existing conditions. Respondent should take field dimensions and note all circumstances which affect the dollar amount of the qualification.

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, respondents are required to include illustrations, specifications, explanation of warranties, and service data with their qualification including catalogue numbers and any necessary references.

7. Proposed prices are to remain firm for a minimum of ninety (90) days after priced qualification opening.

8. County reserves the right to accept or reject any or all qualifications.

9. Any interpretations, amendments, corrections or changes to this qualification 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 Qualifications. Respondents shall acknowledge receipt of all addenda as a part of their qualification.

10. Costs are to be net F.O.B., County Prepaid.

11. 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.

12. 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 qualification 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.

13. **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, 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

14. **BILLING AND PAYMENT INSTRUCTIONS:**

- Invoices must include:
  a) Name and address of successful respondent
  b) Name and address of receiving department or official
  c) Purchase Order Number and Contract number (if any)
  d) Notation- **HIDALGO COUNTY (Including all funding sources, programs, and entities) Professional Surveyors Services Pool"**
  e) Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

HIDALGO COUNTY AUDITOR'S OFFICE
Postal/Mailing 2808 S. Business Hwy. 281
Edinburg, Texas 78539
(956) 318-2511

15. SCHEDULE OF EVENTS

Qualification Opening, 9:30 A.M.	**December 11, 2013**
Award of Contract	_____, 2013
Commence Work or Deliver Products	_____, 2013

16. HIDALGO COUNTY APPROVED HOLIDAYS-

2014 YEAR	
New Year's Eve & Day	12/31/13 and 01/01/14
Martin Luther King Day	01/20/14
President's Day	02/17/14
Good Friday	04/18/14
Easter	04/21/14
Memorial Day	05/26/14
Independence Day	07/04/14
Labor Day	09/01/14
Veteran's Day	11/11/14
Thanks Giving Day	11/27/14 and 11/28/14
Christmas Day	12/24/14 and 12/25/14

17. ~~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 respondents 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 45CFR76.

- ~~Together with the signing of a contract or issuance of a purchase order following the acceptance of a qualification, and prior to commencement of the actual work, the respondent shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.~~

~~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 materialmen 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.~~

18. 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 qualification 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.

- **NOTICE:**
  ALL COMMUNICATIONS BY A VENDOR TO THE COUNTY, ITS OFFICIALS, AND DEPARTMENT HEADS REGARDING THIS PROCUREMENT SHALL BE DONE THROUGH THE HIDALGO COUNTY PURCHASING DEPARTMENT.

  No vendor, its representative, agent, or employee shall engage in private communication with a member of the Hidalgo County Commissioners Court or county department heads regarding any procurement of goods or services by the County from the date that the bid, RFQ, or RFQ is released. No private communication regarding the purchase shall be permitted until the procurement process is complete and a purchase order is granted or a contract is entered into. Members of the commissioners court are required to make a reasonable effort to inform themselves regarding potential procurements and have a duty to inquire of vendors, their representatives or employees, the nature of any private communication being sought prior to engaging in any communication. "Private Communication" means communication with any vendor outside of a posted meeting of the governing body, a regular meeting of a standing or

appointed committee, or a negotiation with a vendor which has been specifically authorized by the governing body.

19. **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 respondent 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 RESPONDENT.

20. If, during the life of any contract or qualification awarded, the successful respondent'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.

21. Qualifications, 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.

22. Minimum Standards For Responsible Prospective Respondents: A prospective respondent must affirmatively demonstrate respondent's responsibility. A prospective respondent, by submitting a qualification, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the qualification;
- 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 respondent 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 respondent'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.

24. Any contract award to a successful respondent 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 respondent; County reserves the right to terminate any contract immediately in the event a successful respondent fails to:

    A. Meet schedules;
    B. Pay any required fees or taxes; or
    C. Otherwise perform in accordance with the requirements.

26. Successful respondent 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 respondent, or of any agent, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from qualification award. Successful respondent 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 respondent 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 respondent'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 respondent.

27. Successful respondent 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 Qualifications shall be subject to County's approval. Items found to be defective or not meeting specifications shall be replaced by successful respondent 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 respondent 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. Respondents shall provide with the qualification 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. Respondents must provide **all** documentation requested with this qualification in their response. Failure to provide this information may result in rejection of the qualification as none conforming.

REQUEST FOR QUALIFICATIONS
for
HIDALGO COUNTY
(Including all funding sources, programs, and entities)
"Professional Surveyors Services Pool"
RFQ NO: 2014-007-12-11-MEG

To: Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Physical Location: 2802 S. Business Hwy. 281
Postal/ Mailing: 2812 S. Business Hwy. 281
New Administration Building
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 respondent proposes and commits to furnish all labor, equipment, material, software and services as set forth in the documents hereinbefore mentioned. The undersigned further agrees, upon acceptance of its qualification, 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.

Respondent acknowledges receipt of all of the pages of the documents referenced in the Request for Qualifications Checklist presented in connection with this procurement. Respondent understands that Hidalgo County reserves the right to reject any or all qualifications and further reserves the right to design the evaluation criteria to be used in selecting the lowest and best qualification.

Respondent agrees that this qualification shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving qualifications, as contained in the Requirements.

Respectfully submitted,

Firm: _____

Address: _____

By: _____

Printed Name: _____

Title: _____

EXHIBIT A

REQUIREMENTS

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

RFQ № 2014-007-12-11-MEG

The County of Hidalgo will be accepting Statements of Qualifications from Real Estate Surveyors (firms) in order to establish a pre-qualified pool on an "As Needed Basis" per project by all County Departments and/or applicable Programs requiring said services as set forth in the requirements. Upon approval and acceptance by Hidalgo County Commissioners' Court, the term of the pre-qualified pool of Real Estate Surveyors will be for a period starting **February 9, 2014** and ending **March 15, 2015.** The Hidalgo County Purchasing Department will receive sealed envelopes containing Statements of Qualifications for the provision of **"Real Estate Surveyors Pool-Hidalgo County"** (including all funding sources, Programs, and Entities)-**REQUEST FOR QUALIFICATIONS** as specified herein. Statements of Qualifications will be accepted until **9:30 A.M., Wednesday, December 11, 2013. ANY RFQ RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED.**

The following outlines the REQUEST FOR QUALIFICATIONS:

RFQ DOCUMENT SUBMITTALS/DELIVERY

A total of **one (1) original, seven (7) copies and two (2) CD's in PDF format** of the RFQ shall be submitted as part of your response.

Respondents must complete and include in their response, all documentation requested in this RFQ. Refer to enclosed RFQ Check List form for documents to be included with your response.

Hidalgo County is requesting that statements of Qualifications responses be sealed, clearly marked and labeled with the Company's name, RFQ Number 2014-007-12-11-MEG, Project Title "Professional Surveying Services" , and Opening Date, and be delivered to Martha L. Salazar, CPPB, Purchasing Agent, at:

US Postal Mail Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2812 S. Business Hwy 281
Edinburg, Texas 78539

Physical Address:
Martha L. Salazar, CPPB, Purchasing Agent
Hidalgo County Purchasing Department
Administration Building
2802 S. Business Hwy. 281
Edinburg, Texas 78539

Hidalgo County requires respondents, when hand delivering statements of Qualifications, to have a Purchasing Department representative time/date stamp and initial the sealed envelope when dropping RFQ off.

All costs and expenses associated with the preparation and submission of (RFQ's, bids, Qualifications and/or quotes) shall be the responsibility of the respondent and no reimbursement for such charges or expenses shall be passed onto Hidalgo County

DISCLOSURE OF CONFLICT OF INTEREST:

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant of 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 of business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contract or seeks

to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encourage to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please submit complete CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, TX 78539-Hidalgo County Courthouse. **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

PROPOSER'S AFFIDAVIT:
Respondents to this RFQ 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, (2) that the Respondent does not have a Conflict of Interest as described in the Proposer's Affidavit, or (3) that the Respondent has not and will not attempt to lobby directly or indirectly as described in the Proposer's Affidavit.

NON-DISCRIMINATION:
Respondents, 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:
Respondents are advised that a minimum of thirty (30) days is required to process invoices for payment.

ELECTRONIC TRANSMISSION OF RFQ's:
Hidalgo County's Purchasing Department will not accept telegraphic or electronically transmitted submissions.

PROOF OF FINANCIAL AND BUSINESS CAPABILITY:
Respondents 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 vendor's ability.

RESPONDENT DEFAULT:
Hidalgo County reserves the right, in case of respondent's default, to procure the articles or services from other sources and hold the defaulting respondent responsible for any excess costs occasioned thereby.

RESTRICTIVE OR AMBIGUOUS REQUIREMENTS:
It is the responsibility of the respondent to review the Request for Qualifications (RFQ) packet and to notify the Purchasing Department if the requirements are formulated in a manner that would unnecessarily restrict competition. These criteria also apply to requirements that are ambiguous.

RFQ QUESTIONS AND ANSWERS:

Any protest(s) or question(s) regarding the requirements or Request for Qualifications procedures must be received in the Purchasing Department via facsimile to (956) 292-7612 or via e-mail: **elena.gomez@co.hidalgo.tx.us BY NO LATER THAN Wednesday December 04, 2013 at 5:00 p.m. Responses will be sent to all applicants by Friday, December 06, 2013. TELEPHONE INQUIRIES WILL NOT BE ACCEPTED.**

SIGNING OF QUALIFICATIONS:
In order to be considered, all submittals **must** be signed. **Please sign the original in *blue* ink.**

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

SUBCONTRACTING:
The successful respondent may not subcontract the award without the written consent of the Commissioners' Court of Hidalgo County.

TERM OF POOL:
The pool term is for a period of one (1) year, or upon completion of project(s) unless project specific for more than one (1) year.

DAVIS BACON ACT: (IF APPLICABLE)
All selected and awarded firms are required; if applicable adhere to the Davis-Bacon Act.

SECTION II -RFQ REQUIREMENTS

REQUEST FOR QUALIFICATIONS:
The required contents and limitations for the preparation of the RFQ are described in this section. Failure to provide the requested information or adhere to any County limitations may result in disqualification of the submitted RFQ.

UNDERSTANDING OF THE PROJECT:
This section should demonstrate the respondents understanding of the project needs, the work required, and any local issues or concerns. This description should be concise, candid, and limited to 3 pages in length.

FIRM QUALIFICATIONS:
The County of Hidalgo is seeking to contract with surveying firm(s) that has had experience in, but not limited to, the following areas:

SCOPE OF SURVEYING SERVICES:

1. Property surveys, including a legal description with the preparation of six (6) hard copies.

2. Topographical survey, including establishment of survey benchmark.

3. Survey alignments for roadways and/or utilities including the establishment of right-of-ways, easements, baselines and legal descriptions.

4. All survey reports are due within four weeks of request (20 business days) and receipt of a fully executed purchase order.

Additional, this section should include, but not limited to the following information:

a) Firm name, address, phone number and person to contact regarding the Statement for Qualifications.

b) Qualifications and recent experience of the firm and key personnel relative to the performance of similar services for public entities.

c) List of references including the name, address and phone number of the person most closely associated with the firm's prior project performance.

d) Ability to commence services immediately after successfully negotiating a contract for services.

e) Familiarity with the geographical area.

f) Statement regarding an Affirmative Action Program.

g) Minimum of $1,000.000.00 Professional liability, errors and omissions, insurance liability, errors and omissions, insurance.

PERSONNEL AND STAFFING:
The firm should provide an organizational chart for the project and a summary paragraph of the project work to be performed by each proposed staff member. Biographic summaries that highlight the experience relevant to the specific project responsibilities should be provided for all proposed personnel. There is a one (1) page limitation for each biographic summary provided.

REQUIRED CERTIFICATIONS AND SUBMITTAL:
This section will contain any current licenses and/or certifications required by State of Texas.

PARTICIPATING FIRMS ARE NOT TO PROVIDE A FEE PROPOSAL WITH THIS SUBMITTAL: The fee will be negotiated in accordance with the Professional Services Procurement Act, Tex. Govt. Code Ann. 2254.001, et seq.

PART III -SELECTION / EVALUATION

SELECTION/EVALUATION PROCESS:
The evaluation system consists of a 100-point system. The firms will be ranked after evaluation on a per project basis upon approval of roster by Hidalgo County Commissioner's Court. Categories under the 100-point system include response to RFQ. RFQ submittal evaluation will be based on the criteria outlined below, and will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

The respondent's Statement of Qualifications will be evaluated based on the criteria presented below.

1. **RESPONSIVENESS:** **30 points**
   a) Requested Information
   b) Thoroughness
   c) Understanding of Project
   d) List of references provided
   e) Clarity - Brevity
   f) Degree of Interest

2) **FIRM CAPABILITIES:** **45 points**

   a) Background
   b) Relevant experience
   c) Experience with similar projects
   d) Knowledge of area
   e) Timeliness of schedule
   f) Quality services previously provided to Hidalgo County
   g) Current workload
   h) Ability to commence various requested projects simultaneously
   i) Completion of projects within budgets

3. **STAFFING:**

   25 points
   a) Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart.
   b) Key personnel
   c) Required discipline skills

REQUEST FOR QUALIFICATIONS GRADING AND RANKING PROTOCOL:
Once a Project has been identified and it is determined that Real Estate Surveyor Services are required, approval to seek engagement for professional services is sought from Hidalgo County Commissioners Court. The following protocol and procedures are utilized;

1. Hidalgo County Commissioners' Court, Elected Official and/or the User Department in need of Real Estate Surveyor Services **will nominate** (at the minimum) three (3) firms from Hidalgo County's approved pool of firms, thereafter, will review, score, and evaluate the responses received in RFQ.

2. A grid of the scores will be presented to Commissioners' Court for the purpose of **ranking and approval** for the Purchasing Department to enter into negotiations with the number one (1) ranked firm;

NEGOTIATION PROCESS:

Negotiations will commence with Commissioners' Court approved number one ranked firm;

1. Firms will be asked to submit (as part of those negotiations) a "scope of service" including fees;

2. The negotiated contract including best and final offer with the successful firm will be presented to Commissioners' Court (including compliance with all requirements as well as insurances) for consideration and final approval.

3. If negotiations with the number one (1) ranked firm fail, the Purchasing Department will recommend to Commissioners' Court that negotiations cease with the number one (1) ranked firm and commence to negotiate with the next highest ranked firm;

EXHIBIT B

EVALUATION CRITERIA

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2014-007-12-11-MEG

The respondent's RFQ will be evaluated based on the criteria presented below. These criteria will be scored on the scales shown on the enclosed "RFQ Evaluation Form."

1. RESPONSIVENESS (30) POINTS

A. Requested Information
B. Thoroughness
C. Understanding of Project
D. List of references provided
E. Clarity – Brevity
F. Degree of Interest

2. FIRM CAPABILITIES (45) POINTS

A. Background
B. Relevant experience
C. Experience with similar projects
D. Knowledge of area
E. Timeless of schedule
F. Quality services previously provided to Hidalgo County
G. Current workload
H. Ability to commence various re-quested projects simultaneously
I. Completion of projects within budgets

3. STAFFING (25) POINTS

A. Qualifications of personnel- The professional team members responsible assigned to assist County projects shall be identified in the organizational chart
B. Key personnel
C. Required discipline skills

GRAND TOTAL 100 Points

EXHIBIT "B"
EVALUATION CRITERIA
HIDALGO COUNTY
(Including all funding sources, programs and entities)
PROFESSIONAL SURVEYING SERVICES
RFQ NO: 2014-007-12-11-MEG

Selection Criteria	Points	Score
1. RESPONSIVENESS (30 pts)		
➢ Requested information	5	
➢ Thoroughness	5	
➢ Understanding of Project	5	
➢ List of references provided	5	
➢ Clarity-Brevity	5	
➢ Degree if Interest	5	
Comments/Rationale For Points:		TOTAL _____
2. FIRM CAPABILITIES (45 pts)		
➢ Background	5	
➢ Relevant experience	5	
➢ Experience with similar projects	5	
➢ Knowledge of area	5	
➢ Timeliness of schedule	5	
➢ Quality services previously provided to Hidalgo County	5	
➢ Current workload	5	
➢ Ability to commence various re-quested projects simultaneously	5	
➢ Completion of projects within budgets	5	
Comments/Rationale For Points:		TOTAL _____
3. STAFFING (25 pts)		
➢ Qualification of personnel	10	
➢ Key personnel	10	
➢ Required discipline skills	5	
Comments/Rationale For Points:		TOTAL _____
Total Score		

Project Name: _____

Department: _____

Firm/Participant: _____

Evaluator: _____ Date: _____

EXHIBIT C

INSURANCE REQUIRMENTS
PROFESSIONAL SERVICES
(i.e. Engineers, Architects, Appraisers & Surveyors)

HIDALGO COUNTY
(Including all Funding Sources, Programs, and Entities)
REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

EXHIBIT "C"

Insurance Requirements
Professional Services
(i.e...Engineers, Architects, Appraisers & Surveyors)

The proposer awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the proposer in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. Professional liability insurance policy with limits of at least One Million Dollars ($1,000,000) per occurrence, or limited to claims made, include at least a five (5) year extended reporting period.

2. A Five Hundred Thousand Dollars ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

3. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand Dollars ($500,000.00) arising out of the services provided to County hereunder.

4. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

5. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance naming County as an additional insured shall be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

ACORD CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY ☐ COMMERCIAL GENERAL LIABILITY ☐☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED EXP (Any one person)	$
					PERSONAL & ADV INJURY	$
					GENERAL AGGREGATE	$
					PRODUCTS – COMP/OP AGG	$
B	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON-OWNED AUTOS				COMBINED SINGLE LIMIT (Ea accident)	$
					BODILY INJURY (Per person)	$
					BODILY INJURY (Per accident)	$
					PROPERTY DAMAGE (Per accident)	$
	GARAGE LIABILITY ☐ ANY AUTO				AUTO ONLY-EA ACCIDENT	$
					OTHER THAN AUTO ONLY EA ACC	$
					AGG	$
C	EXCESS LIABILITY ☐ OCCUR ☐ CLAIMS-MADE ☐ DEDUCTIBLE ☐ RETENTION $				EACH OCCURRENCE	$
					AGGREGATE	$
						$
						$
						$
D	WORKERS COMPENSATION AND EMPLOYER'S LIABILITY				WC STATU-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 award of project 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 award of project by the Hidalgo County Commissioners' Court; currently carry the following

Professional Liability (Errors & Omissions): $_____

Automobile Liability: $_____ General Liability: $_____

☐ have already been met, see attached copy of insurance certificate.

_____ _____
Authorized Representative Date

Notice to Proposer:

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 and to execute a contract between your Company and the County

Failure to provide Certificates of Insurance to the Purchasing Department's Contract Managers will cause the award to be rescinded and re-awarded to next qualified vendor. Certificates of Insurance will be monitored and verified on a quarterly basis to ensure coverage policy is in place. It is the Company's obligation to maintain the appropriate insurance coverage throughout the term of the contract.

THIS FORM MUST ACCOMPANY YOUR 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 project, I may be eligible to enter into a contract with Hidalgo County and proceed to complete the project in a timely manner.

* Any licenses, bonds, certificates, permits, etc. which are required must be presented as part of the packet in order to expedite the evaluation process. Failure to provide said documentation will result in the disqualification of your proposal/qualification.

_____ _____

Authorized Signature Date

_____

Company

_____

Address

_____

City, State, Zip

APPLICATION & W-9

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

HIDALGO COUNTY
PURCHASING DEPARTMENT
Bidder/Vendor Application

Complete in print or type. Please return this application to the Hidalgo County Purchasing Department
thru Facsimile: (956) 318-2629 or (956) 292-7612
in person or regular mail to: 2812 S. Business Hwy. 281 , Edinburg, Texas 78539
or email: purchasing@co.hidalgo.tx.us

Company Name: Telephone No. ( )

dba Name:

Legal Name:

Mailing Address : Fax No. ( )

Physical Address:

City, State, Zip Tax I.D. No.

Remit to Address : City, State, Zip

E-Mail Address:

Representative(s) Name(s) & Title(s)

Type of Organization (check one): _____ Individual _____ Partnership _____ Corporation _____Non-Profit
_____ LLC _____ Sole Proprietor _____ Other, Specify
State Identification No._____ (Please attached completed W-9 form with this application)
Federal Identification No. or (if individual) SS No.

State of Incorporation: _____ Date:_____ Other:

Type of Business (check one): _____ Manufacturer _____ Wholesaler _____ Retailer _____ Broker
_____ Distributor _____ Service Organization _____ Other, Specify

Name & Title of Person(s) Authorized to Sign Bids, Proposals, and/or Contracts:

Small and/or Disadvantaged Business Information (check application criteria)

Small Business:	Disadvantaged Business (At Least 51% Ownership)	
☐ Less than 125,000 annual gross receipt	☐ Black American	☐ Native American
☐ Less than 250,000 annual gross receipt	☐ Hispanic American	☐ Women
☐ Less than 499,000 annual gross receipt	☐ Asian Pacific American	☐ Other
☐ More than 500,000 annual gross receipt		

Have you been certified as a HUB or an MBE/WBE source?: ☐ Yes ☐ No

Indicate Certification No.(s):_____ or are Certificate(s) attached?: ☐ Yes ☐ No

What type of product(s) is/are solicited by your company?:

Would you like to be provided with specifications for procurements of such products?: ☐ Yes ☐ No

To Be Completed by the County: Rec'd by (Purchasing):_____ Date Rec'd by (Purchasing):

Date Forwarded Information to Auditor's Office:_____Entry Date: _____ Vendor No.:

Revised12/14/06

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) DECLARATION

The primary objective of the Hidalgo County HUB Program is to ensure Historically Underutilized Businesses receive a fair and equal opportunity for participation in the County's procurement process. This fact holds true for Services (Professional & Non-Professional), Commodities, and Construction contracts and any subcontracts thereto. The program strongly encourages Prime Contractors to provide subcontracting opportunities to Certified Hub Contractors/Vendors. Our goal for HUB contractor/vendor participation, as well as HUB subcontractor participation is 30%. To be considered as a "Certified HUB Contractor/Vendor" the contractor/vendor must have been certified by, and hold a current and valid certification with any of the three agencies listed below.

Have you been Certified as a HUB or an MBE/WBE source?: ☐Yes ☐ No

If yes, by whom?: ☐ Texas Building & Procurement Commission ☐ Other_____

Indicate Certification No(s).:_____ or Are Certificate(s) Attached?: ☐ Yes ☐ No

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LIST OF CERTIFIED HUB SUBCONTRACTORS

(Attach additional pages if necessary)

What percentage of the Bid, RFP,or RFQ is to be subcontracted with Certified HUB sources?: _____%
(List HUB Subcontractor information below).

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

HUB Subcontractor Name: _____ HUB Status:
Certifying Agency (Check all applicable): ☐Texas Building & Procurement Commission ☐ Other
Address: _____ City: _____ State: _____ Zip:
Contact Person: _____ Title: _____ Phone No.: ( )
Subcontract Amount: $_____ Description of Work to be Performed:

Form **W-9**
(Rev. January 2011)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification (required): ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Exempt payee

☐ Other (see instructions) ▶

Address (number, street, and apt. or suite no.)

Requester's name and address (optional)

City, state, and ZIP code

List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

			–			–				

Employer identification number

		–						

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here Signature of U.S. person ▶ Date ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.

2. The treaty article addressing the income.

3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.

4. The type and amount of income that qualifies for the exemption from tax.

5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,

2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),

3. The IRS tells the requester that you furnished an incorrect TIN,

4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

Disregarded entity. Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/ disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/ disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),

2. The United States or any of its agencies or instrumentalities,

3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,

4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or

5. An international organization or any of its agencies or instrumentalities.

Other payees that may be exempt from backup withholding include:

6. A corporation,

7. A foreign central bank of issue,

8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,

9. A futures commission merchant registered with the Commodity Futures Trading Commission,

10. A real estate investment trust,

11. An entity registered at all times during the tax year under the Investment Company Act of 1940,

12. A common trust fund operated by a bank under section 584(a),

13. A financial institution,

14. A middleman known in the investment community as a nominee or custodian, or

15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over $600 required to be reported and direct sales over $5,000 [1]	Generally, exempt payees 1 through 7 [2]

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account [1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor [2]
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] 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.

EXHIBIT D

CIQ
CONFLICT OF INTEREST

HIDALGO COUNTY
(Including all Funding Sources, Programs, and Entities)
REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

CONFLICT OF INTEREST QUESTIONNAIRE

FORM CIQ

For vendor or other person doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 1491, 80th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code by a person who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the person meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person knowingly violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

OFFICE USE ONLY

Date Received

1 **Name of person who has a business relationship with local governmental entity.**

2 ☐ **Check this box if you are filing an update to a previously filed questionnaire.**

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3 **Name of local government officer with whom filer has employment or business relationship.**

_____

Name of Officer

This section (item 3 including subparts A, B, C & D) must be completed for each officer with whom the filer has an employment or other business relationship as defined by Section 176.001(1-a), Local Government Code. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income, other than investment income, from the filer of the questionnaire?

☐ Yes ☐ No

B. Is the filer of the questionnaire receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer named in this section AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

C. Is the filer of this questionnaire employed by a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

☐ Yes ☐ No

D. Describe each employment or business relationship with the local government officer named in this section.

4

_____ _____

Signature of person doing business with the governmental entity Date

Adopted 06/29/2007

Exhibit "E"

PROPOSER'S AFFIDAVIT

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

PROPOSER'S AFFIDAVIT
Exhibit "E"

PROPOSER'S AFFIDAVIT OF NON-COLLUSION
NON-CONFILICT OF INTERST, AND ANTI-LOBBYING
FOR "CONSTRUCTION MANAGEMENT SERVICES"

STATE OF TEXAS
COUNTY OF HIDALGO

Affiant, _____, being first duly sworn, deposes that:

(1) Affiant does hereby state neither the Proposer nor any of the Proposer's officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, agreed, directly or indirectly with any person, firm, corporation, or other proposer, or potential proposer, to provide any money or other valuable consideration for assistance in procuring or attempting to procure a contract or fix the prices in the attached proposed or the proposal of any other proposer, and further states that no such money or other reward will be hereinafter paid.

(2) Affiant further states they have neither recommended or suggested to Hidalgo County or nay of its officials or employees, any of the terms or provisions set forth in their Request for Proposal and subsequent agreement, except at a meeting open to all interested proposers, of which proper notice was given.

(3) Affiant, further states their officers, employees, or agents have not, and will not attempt to lobby, directly or indirectly, the Hidalgo County Commissioner's Court between proposal submission date and award by the Hidalgo County Commissioner's Court.

(4) Affiant further states no officer, or stockholder of the Proposer is a member of the staff, or related to any employee of the Hidalgo County except as noted herein below:

_____

Signature/Title: _____

_____

Subscribed and sworn to before me this _____day of _____, 20_____.

_____

Notary Public

My commission expires:_____, 20_____

DEBARMENT

HIDALGO COUNTY

(Including all Funding Sources, Programs, and Entities)

REQUEST FOR QUALIFICATIONS

"PROFESSIONAL SURVEYING SERVICES"

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.

HIDALGO COUNTY
(Including all funding sources, programs, and entities)
REQUEST FOR QUALIFICATIONS
PROFESSIONAL SURVEYORS SERVICES POOL

RFQ No.: 2014-007-12-11-MEG

RFQ SUBMITTAL CHECK LIST

All forms listed below must be included in the RFQ response.

Indicate with a check mark (✓) the Forms completed and included in this response:

_____ Page 9 of Legal Notice

_____ Exhibit "C" -Acknowledgement forms (pages 3 and 4)

_____ Exhibit "D" -CIQ Form -Copy of County Clerk File Recording fee receipt.

_____ Exhibit "E" –Proposers Affidavit

_____ Vendor Bidder Application and IRS form W-9

_____ Certification Regarding Debarment

_____ One Original, 7 Copies, and 2 CD's containing a complete copy of Response.

_____ _____
SIGNATURE DATE

EXHIBIT "A"

Scope of Services to be provided by the Surveyor

EXHIBIT "A"

Hidalgo County Precinct No. 3
Road and Bridge, C.I.P. and Other Projects in General Surveying Services

Scope of services to be provided by the Surveyor

1. Control surveying.

2. Topographic surveying to locate all structures, driveways, roadways, fences, trees; road ditch elevations, pavement elevations, ground elevations, drain ditch cross sections.

3. Establish horizontal and vertical control for construction staking.

4. Prepare cut sheets.

5. Parcel plats for right of way acquisition. Prepare boundary survey and a metes and bounds description.

EXHIBIT "B"
Surveying Rate Schedule

QUINTANILLA, HEADLEY AND ASSOCIATES, INC.

Consulting Engineers ★ Land Surveyors
Alfonso Quintanilla, P.E. # 95534 R.P.L.S #4856 Eulalio Ramirez, P.E. # 77062
Engineering Firm Registration No. F-1513
Surveying Firm Registration No. 100411-00
Municipal & County Projects ★ Subdivisions★Surveys

HOURLY RATES

1. Registered Professional Land Surveyor	$ 170.00
2. Three Man Survey Crew	$ 150.00
3. Computer Technician	$ 85.00
4. Administrative	$ 60.00
5. Research	$ 50.00

124 E. Stubbs, Edinburg, TX 78539★ Phone 956/381-6480 ★ Fax 956/381-0527 ★ Email: office@qhaengineering.com ★ www.qhaengineering.com

EXHIBIT "C"
Insurance Requirements

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 07/07/2014

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	JUAN CAZARES, AGENT 1408 S CLOSNER EDINBURG TX 78539-5668 StateFarm
INSURED	QUINTANILLA, HEADLEY & ASSOCIATES 124 E STUBBS ST EDINBURG TX 78539-4551

CONTACT NAME: LUPITA MARTINEZ
PHONE (A/C, No, Ext): 956-381-0928 FAX (A/C, No): 956-318-1761
E-MAIL ADDRESS: guadalupe.o.martinez.h58o@statefarm.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : State Farm Lloyds	43419
INSURER B : State Farm Mutual Automobile Insurance Company	25178
INSURER C : State Farm Fire and Casualty Company	25143
INSURER D : State Farm Fire and Casualty Company	25143
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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y	Y	90-53-2329 L	03/12/2014	03/12/2015	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
B	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS	Y	Y	00 5405-B01-53 E	02/01/2014	08/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$ 500,000
							BODILY INJURY (Per accident)	$ 500,000
							PROPERTY DAMAGE (Per accident)	$ 500,000
								$
C	[X] UMBRELLA LIAB [ ] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y	Y	90-EJ-3010-1 F	03/12/2014	03/12/2015	EACH OCCURRENCE	$ 1,000,000
							AGGREGATE	$
								$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N/A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			90-BK-M332-3 F	10/11/2013	10/11/2014	[ ] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
14 TOYOTA SEQUOIA 4764, 06 LINCOLN MARK 0615, 11 TOYOTA TACOMA 4059, 10 CHEVROLET K1500 8812, 10 MAZDA TRIBUTE 2427, 09 FORD F150 9515, 09 FROD F150 9545, 09 FORD F150 4887

CERTIFICATE HOLDER

HIDALGO COUNTY PRECINCT #3

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AI-45446 **Purchasing Department 15. C. 1.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: Comm. J. Palacios, HC-Pct. 4 Submitted By: Moises Salazar, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Acceptance and approval of "Certificate of Substantial Completion" submitted and certified by project architect, Steven L. McGarraugh, AIA, from Dannenbaum Engineering Company, reflecting the date of June 24th, 2014 by NM Contracting, LLC awarded contractor for the Hidalgo County Precinct No. 4 "Building Repairs/Renovations, Additions and/or Alterations to Restitution Center at 1124 "M" Road, Edinburg, TX" (Contract No. C-13-234A-10-22).

BACKGROUND

Fiscal Impact

FISCAL YEAR: 2014 ACCT. #: 4-1342-419-40-124-125-0-748/452

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

BUDGETARY IMPACT:

Project PO #704182

FISCAL YEAR: 2014 ACCT. #: 4-1303-419-40-124-125-0-452

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

BUDGETARY IMPACT:

Attachments

Substantial Completion with Punchlist Items -Pct 4 -M Rd Proj NM Contracting

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/11/2014 12:47 PM
Budget & Management	Debbie Tamez	07/11/2014 01:44 PM
Glinda Pacheco	Glinda Pacheco	07/11/2014 03:12 PM
Auditor's Office	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Moises Salazar Started On: 07/10/2014

Final Approval Date: 07/11/2014

AIA® Document G704™ – 2000

Certificate of Substantial Completion

PROJECT: *(Name and address)* Restitution Building Renovations 1124 North 'M' Road - Edinburg	**PROJECT NUMBER:** 704182 **CONTRACT FOR:** General Construction **CONTRACT DATE:** October 22, 2013	OWNER ☒ ARCHITECT ☒ CONTRACTOR ☒ FIELD ☐ OTHER ☐
TO OWNER: *(Name and address)* Hidalgo County Precinct No 4 1051 North Doolittle Road Edinburg, Texas 78542	**TO CONTRACTOR:** *(Name and address)* NM Contracting, LLC 2022 Orchid Avenue McAllen, Texas 78504	

Project or portion of the Project designated for partial occupancy or use shall include:
Complete Facility

The Work performed under this Contract has been reviewed and found, to the Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion designated above is the date of issuance established by this Certificate, which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

Warranty		**Date of Commencement**
Per the Contract for Construction		June 25, 2014
Steven L McGarraugh		June 24, 2014
ARCHITECT	**BY** *(Signature)*	**DATE OF ISSUANCE**

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Unless otherwise agreed to in writing, the date of commencement of warranties for items on the attached list will be the date of issuance of the final Certificate of Payment or the date of final payment.

Cost estimate of Work that is incomplete or defective: $ 68,500.00

The Contractor will complete or correct the Work on the list of items attached hereto within Thirty (30) days from the above date of Substantial Completion.

Noel Munoz		7/7/14
CONTRACTOR	**BY** *(Signature)*	**DATE**

The Owner accepts the Work or designated portion as substantially complete and will assume full possession at (*time*) on (*date*).

Hon. Ramon Garcia		
OWNER	**BY** *(Signature)*	**DATE**

The responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:
(NOTE: Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)

Per the Contract for Construction

AIA Document G704™ – 2000. Copyright © 1963, 1978, 1992 and 2000 by The American Institute of Architects. **All rights reserved. WARNING: This AIA® Document is protected by U.S. Copyright Law and International Treaties. Unauthorized reproduction or distribution of this AIA® Document, or any portion of it, may result in severe civil and criminal penalties, and will be prosecuted to the maximum extent possible under the law.** This document was created on 07/02/2014 14:55:15 under the terms of AIA Documents-on-Demand™ order no. 2008822358 , and is not for resale. This document is licensed by the American Institute of Architects for one-time use only, and may not be reproduced prior to its completion.

Purpose: CONDUCT A SUBSTANTIAL COMPLETION WALK THROUGH FOR RESTITUTION CENTER RENOVATIONS FOR HIDALGO COUNTY PRECINCT NO 4

Location: Restitution Center – 1124 North 'M' Road, Edinburg, Texas

Date/Time: June 24, 2014 @ 9:30 a.m.

Attendees:

Commissioner Joseph Palacios	Hid Co Pct 4	Jose Ochoa	Hid Co Pct 4
Marcos Lopez	Hid Co Pct 4	Steven Cruz	Hid Co Pct 4
Jesse Ozuna	Hid Co Pct 4	Chris Trevino	Hid Co Pct 4
Daniel Flores	Hid Co Facilities	Sefe Garza	Hid Co Facilities
Juan De Leon	Hid Co IT Dept	Noel Munoz	NM Contracting
Bill Pollard	NM Contracting	Marcie Solano	NM Contracting
Steve McGarraugh	Dannenbaum Eng		

Prepared by: Steve McGarraugh **Issued:** 30 June 2014

Notice: **This report represents observations made by the attendees of the items discussed below. The observations reported herein were conducted on the date and during the period listed above. Unless notified to the contrary within seven (7) days from the date of issue, the contents of this report are assumed to be accurate and will stand for the record as written.**

Items Discussed:

General Items

1. Final cleaning not completed.
2. Plastic remaining around edge of some light fixtures.
3. Touch up painting not completed.
4. Cracked and/or broken previously existing ceramic tiles have not been replaced.
5. Some outlet covers have open gaps at edges.

106 Dispatch

1. Locker bench missing anchor.
2. Owner requests that Lock Tight be placed on bench anchor threads.
3. Paint finish damaged on bottom of corridor window frame.
4. A ceiling tile near the northwest corner is damaged.

102 Showers

1. Accessible shower faucet not working properly.
2. Damaged ceiling tile.

105 Toilet

1. Grout is missing in places and discolored in others.
2. Rubber base end is loose at doorway (southeast corner of room).
3. Lavatory front; pipes require cover for accessibility.
4. Countertop is not sealed where countertop meets backsplash.

103 Corridor

1. General notes only.

104 Storage

1. General notes only.

101 Laundry

1. Electrical outlets for Dryer and Ice Maker are not installed.

122A Lockers

1. Door to room 106 has rough frame and sill.
2. Several bench anchors are left too long.
3. Owner request for Lock tight at bench anchors.

121 Showers

1. Floor drain cover is missing.
2. Grout is missing in places and discolored in others.
3. Existing entry sill is to be removed and new sill installed.

119 Corridor

1. Rough textured area at corridor was corrected with new slightly textured finish. Edge or repaired area is irregular. Extend new textured area to a horizontal line.

118 Toilet

1. Painted area beneath Lavatories is incomplete.
2. Center lavatory faucet handle hits mirror shelf.
3. Lavatory front; pipes require cover for accessibility.
4. Countertop is not sealed where countertop meets backsplash.

117 Mechanical

1. There is an existing water leak.

120 Laundry

1. Rough textured area at corridor was corrected with new slightly textured finish. Edge or repaired area is irregular. Extend new textured area to a horizontal line.

122B Storage

1. Stains, low on north wall appear to be floor sealer.

124 - 131 Cubicles

1. Office, 132 has a better shine/finish on the floors. Match 132 finish quality on Cubicles, 124-131.

132 Office

1. General notes only.

108 Corridor

1. Appears to be blockage inside air conditioning register.
2. West door frame not completed.
3. There is paint on outlet covers.

107 Control Room

1. Previously existing brackets remain high on south wall.

109 Emergency Management

1. Floor outlets are not flush with floor.
2. Concrete at floor outlet trenches is rough.
3. West wall high wall outlets are missing.
4. Grout missing at south wall countertop.

111 Kitchen

1. Threshold is missing at entry door.
2. Floor grout has imperfections.
3. Holes exist in south wall at location of former hand wash sink.
4. Fire suppression hood is not complete.

114 Storage

1. The floor is not complete.

115 Toilet

1. Toilet seat is missing.
2. There is not a floor transition at the entry door.

116 Mechanical

1. Equipment covers are open.
2. Equipment is hanging by flex conduit.

144 Corridor

1. General notes only.

145 Showers

1. General notes only.

146 Toilet

1. Center lavatory faucet handle hits mirror shelf.
2. Lavatory front; pipes require cover for accessibility.
3. Countertop is not sealed where countertop meets backsplash.
4. There are laminate chips in the new backsplash.

135 Conference

1. Rubber base has not been installed.
2. North light fixture is not working.

134 Office

1. Rubber base has not been installed.

138 Corridor

1. General notes only.

133 Lobby

1. General notes only.

139 Receptionist

1. Rubber base has not been installed.
2. North end of east wall is not completed where wall meets existing window.

140 Office

1. Rubber base has not been installed.

141 Office

1. Rubber base has not been installed.

142 Office

1. Rubber base has not been installed.

Building Exterior Items

1. Building generator has not been installed.
2. Areas on gutters and downspouts require touch-up paint.
3. Areas on building exterior paint require touch-up.
4. Remove wires hanging from building soffit.
5. New lights on soffit of canopy at south side of building have gaps at edges.
6. Bottom cleat is missing from one flag pole.

AI-44951 **Purchasing Department** **15. D. 1.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: N. Longoria-HC-WIC Prog-Dir **Submitted By:** Sandy Suarez, PURCHASING DEPT.

Department: PURCHASING DEPT.

Information

CAPTION

Presentation of multiple bids received as detailed in tabulation sheet contained herein meeting all specifications and/or requirements for the purpose of multiple award and approval of contracts for Request for Bid titled: Hidalgo County WIC Program-"Medical Supplies" through project No.: 2014-093-05-28-SGS.

BACKGROUND

1. Contract will be on an commence on July 19, 2014.
2. Contract document was reviewed and approved by Legal Counsel as to form.
3. Project will be on as "As Needed Basis"

Fiscal Impact

FISCAL YEAR: 2014 **ACCT. #:** 4-1292-441-00-350-001-4-604

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

BUDGETARY IMPACT:

WIC - $ 6,370.30 as of 07/03/14
Will be on an "As Needed Basis"

Attachments

2
3
legal
backup

Form Review

Inbox	Reviewed By	Date
Purchasing Department	Marty Salazar	07/03/2014 04:24 PM
Budget & Management	Debbie Tamez	07/03/2014 04:27 PM
Manuel Chapa	Manuel Chapa	07/11/2014 04:39 PM
Auditor's Office	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Sandy Suarez Started On: 06/09/2014 04:51 PM

Final Approval Date: 07/11/2014

REQUIREMENTS AGREEMENT
C-14-093B-07-15

THIS AGREEMENT (the "Agreement") is entered into effective as of the 15th day of July, 2014 by and between EKF Diagnostics, Inc. dba Stanbio Laboratory, LP, an Texas Company ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Medical Supplies,"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Medical Supplies"** in the areas of **HIDALGO COUNTY** projects for a period of (1) one year from July 19, 2014 to July 18, 2015 with the option to renew for an additional one year under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. This Agreement may be terminated by Buyer without cause upon thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the

time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: EKF Diagnostics, Inc. dba Stanbio Laboratory, LP
Attention: Pat Breheny, Public Health Manager
1261 N. Main Street
Boerne, TX 78006

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for

convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an 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 advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

INTERBORO PACKAGING CORP.

By:_____
Printed Name:_____
Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By:_____

EXHIBIT "A"

Request for Bid (RFB)

Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

May 13, 2014

Bidder's name

Address

City

State, Zip Code

RE: Hidalgo County-Request for Bids – **"HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"MEDICAL SUPPLIES"**
Bid No: 2014-093-05-28-SGS

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR BIDS

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HIDALGO COUNTY WIC PROGRAM

"MEDICAL SUPPLIES"

RFB No: 2014-093-05-28-SGS

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09.	Certification Regarding Debarment	1
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The above mentioned items shall be found in the Request for Bids (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
Hidalgo County Purchasing Agent

May 13, 2014
Date

LEGAL NOTICE

REQUEST FOR BIDS
Hidalgo CountyWIC Program

"MEDICAL SUPPLIES"

RFB No.: 2014-093-05-28-SGS

Bid No: 2014-093-05-28-SGS	Buyer II: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"

BID OPENING DATE:
May 28, 2014

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

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/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-2014-093-05-28-SGS- HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M., WEDNESDAY, MAY 28, 2014. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2014-093-05-28-SGS-HIDALGO COUNTY WIC PROGRAM-MEDICAL SUPPLIES."**

   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 WIC PROGRAM– MEDICAL SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
Admin. Technician II
956-381-4646

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**MAY 28, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse
COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) 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 WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2014-093-05-28-SGS

To: 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

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 CountyWIC Program

"MEDICAL SUPPLIES"

RFB No.: 2014-093-05-28-SGS

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO. 2014-093-05-28-SGS

SCOPE OF SERVICES:

The County of Hidalgo is requesting bids from qualified vendors to furnish Medical Supplies to Hidalgo County WIC Program in accordance with specifications/requirements specified herein and including, but not limited to, the following:

SPECIFICATIONS:

1) Providing original manufacturer items.
2) All items will be on an "As-Needed Basis only" there is no guaranteed annual volume.
3) Stock the necessary material in order to be able to provide any item within 24 hours, as an Emergency.
4) All products must be packaged in a manner that will afford reasonable protection against moisture and contamination at all times. Items must be furnished in manufacturer's original unopened package or container.

REQUIREMENTS:

1) SAMPLES OF ALL ITEMS MUST BE SUBMITTED WITH BID and with Company's information and **instructions** for the **return of samples**, once examination of items has been completed.
2) Required delivery time shall be within (5) day's maximum from the date order is placed.
3) Bidder must have been in business for at least two years.
4) Unit prices quoted shall remain **firm** for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.
5) Bidder shall submit with bid, two (2) copies of their catalog(s) indicating the full line of medical supplies they intend to supply throughout the term of the contract.

Products and Estimated Annual Usage from prior contracts:

	Description of Products	Quanity
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width	1050
2	Band-Aids - Sterile (¾ x 3)	1600
3	Alcohol Preps	1100
4	Sharps Containers (14 Qt. Size)	290
5	Vinyl Exam Gloves - Small (powder free-non sterile)	1500
6	Vinyl Exam Gloves- Medium (powder free-non sterile)	5000
7	Vinyl Exam Gloves- Large (powder free-non sterile)	600
8	Alasta Nitrile Gloves- Large (powder free-non sterile)	600
9	Cotton Glove Liners (12 per bag)	100
10	Gauze (2x2- non sterile)	3200
11	Alcohol (16 oz.)	160
12	Menu Tissue Paper (12x12) (sheet headrest without slit)	1000
13	Cotton tipped applicators (6"- non sterile)	500

RETURN OR CREDIT ON MERCHANDISE:

Items meeting the following criteria shall be exchangeable or creditable at the contracted price.

1) Trademarked or Non-Trademarked items in original unopened package in accordance with Bidder(s) return goods policy.

2) Any products that arouse questionable physical properties. The County reserves the right to return such product to the Contractor for credit or immediate replacement. Return of such products shall not require prior notification to the Contractor

TERMS & CONDITIONS:

1) Term of contract is for **one** (1) year period with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions

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

3) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5) Hidalgo County reserves the right to award to one (1) or to multiple vendors if the County determines it is in its best interest to do so.

6) Any contract awarded to a successful bidder will be in effect until;
   A.) The contract expires
   B.) Delivery acceptance of products and/or performance of services ordered, or
   C.) Terminated by County with thirty (30) days written notice prior to be cancellation.

7) Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

8) Hidalgo County reserves the right to add or delete items during the term of the contract

under the same, terms and conditions.

9) Insurance requirements for this project to be maintained through out the contract term (Refer to Exhibit "C" for limits)

10) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11) 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.

12) Bidder(s) agree that to the extent an item(s) 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.

13) Hidalgo County reserves the right to evaluate items listed in this RFB based upon criteria that is common among the items. For example, one bidder might offer sterile gloves that contain 100 per box in lieu of the desired 50 per box. Another bidder might be 25 per box. Hidalgo County may then evaluate the two (2) bids on a cost per glove basis. If a different packaging is offered, it must be stated. Otherwise the bidder must furnish that which is requested.

14) Bid prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point.

15.) **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.**

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, May 21, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, May 23, 2014 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS
Hidalgo CountyWIC Program

"MEDICAL SUPPLIES"

RFB No.: 2014-093-05-28-SGS

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO 2014-093-05-28-SGS

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

Internal use only- Commodity Code# 475-00

	DESCRIPTION OF PRODUCTS	QUANTITY PER BOX	BOXES PER CASE	UNIT PRICE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width			$
2	Band-Aids – Sterile (¾ x 3)			$
3	Alcohol Preps			$
4	Sharps Containers (14 Qt. Size)			$
5	Vinyl Exam Gloves - **Small** (powder free-non sterile)			$
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile)			$
7	Vinyl Exam Gloves- **Large** (powder free-non sterile)			$
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)			$
9	Cotton Glove Liners (12 per bag)			$
10	Gauze (2x2- non sterile)			$
11	Alcohol (16 oz.)			$
12	Menu Tissue Paper (12x12) (sheet headrest without slit)			$
13	Cotton tipped applicators (6"– non sterile)			$

Bidder/Company Name: _____

Address: _____

City/State/Zip: _____

Phone No/Fax No: _____

Cell Phone No: _____

E-Mail Address: _____

Authorized Signature: _____

Title: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS
Hidalgo CountyWIC Program

"MEDICAL SUPPLIES"

RFB No.: 2014-093-05-28-SGS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURERS AFFORDING COVERAGE

INSURED

INSURER A:

INSURER B:

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY ☐ PROJECT ☐ LOC				EACH OCCURRENCE	$
					FIRE DAMAGE (Any one fire)	$
					MED (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- ☐ OTHER TORY LIMITS	
					E.L. EACH ACCIDENT	$
					E.L. DISEASE-EA EMPLOYEE	$
					E.L. DISEASE-POLICY LIMIT	$
	OTHER					

SAMPLE

DESCRIPTION OF OPERATIONS / LOCATION / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

County of Hidalgo shall be named as additional insured on all Commercial General Liability policies.

CERTIFICATE HOLDER	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: _____.
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"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS
Hidalgo CountyWIC Program

"MEDICAL SUPPLIES"

RFB No.: 2014-093-05-28-SGS

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

REQUEST FOR BIDS
Hidalgo CountyWIC Program

"MEDICAL SUPPLIES"

RFB No.: 2014-093-05-28-SGS

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.:

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. August 2013)
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:
☐ 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) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—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 13,

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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, apply for a TIN and 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 U.S. 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, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee [1] 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. commonwealths and 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 CountyWIC Program

"MEDICAL SUPPLIES"

RFB No.: 2014-093-05-28-SGS

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"

PAYMENT SCHEDULE

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO 2014-093-05-28-SGS

OPENED 5/28/14 10:10am Witnessed

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

Internal use only- Commodity Code# 475-00

	DESCRIPTION OF PRODUCTS	QUANTITY PER BOX	BOXES PER CASE	UNIT PRICE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width	100	15	$ 14.00
2	Band-Aids – Sterile (¾ x 3)	NO BID	NO BID	$ NO BID
3	Alcohol Preps			$
4	Sharps Containers (14 Qt. Size)			$
5	Vinyl Exam Gloves - Small (powder free-non sterile)			$
6	Vinyl Exam Gloves- Medium (powder free-non sterile)			$
7	Vinyl Exam Gloves- Large (powder free-non sterile)			$
8	Alasta Nitrile Gloves- Large (powder free-non sterile)			$
9	Cotton Glove Liners (12 per bag)			$
10	Gauze (2x2- non sterile)			$
11	Alcohol (16 oz.)			$
12	Menu Tissue Paper (12x12) (sheet headrest without slit)			$
13	Cotton tipped applicators (6"- non sterile)			$

1A. Sterile Surgilance One Step Lancets 2.2 MM Puncture Depth

Bidder/Company Name: STANBIO LABORATORY
Address: 1261 N. Main Street
City/State/Zip: Boerne, TX 78006
Phone No/Fax No: 830-249-0772-P 830-249-0951- FAX
Cell Phone No:
E-Mail Address: Pbrehem@stanbio.com
Authorized Signature:
Title: CFO

TABULATION SHEET HIDALGO COUNTY – WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2014-093-05-28-SGS

	VENDORS	BoundTree	Interboro	STANBIO LABORATORY
	MEDICAL SUPPLIES UNIT COST			
1	Sterile Surgilance –One Step Lancets			**14.00**
				100 qty per bx
				15 boxes per cs
2	Band-Aids – Sterile (¾ x 3)	**1.35**		
		100 qty per bx		
		24 boxes per cs		
3	Alcohol Preps	**1.32**		
		200 qty per bx		
		20 boxes per cs		
4	Sharps Containers (14 Qt)	**7.25**		
		1 qty per bx		
		10 boxes per cs		
5	Vinyl Exam Gloves- **Small** (powder free-non sterile)		**2.32**	
			100 qty per bx	
			10 boxes per cs	
6	Vinyl Exam Glove-**Medium** (powder free-non sterile)		**2.32**	
			100 qty per bx	
			10 boxes per cs	
7	Vinyl Exam Gloves–**Large** (powder free-non sterile)		**2.32**	
			100 qty per bx	
			10 boxes per cs	
8	Alasta Nitrile Gloves-**Large** (powder free-non sterile)		**3.35**	
			100 qty per bx	
			10 boxes per cs	
9	Cotton Glove Liners (12) per bag	**12.52**		
		100 qty per bx		
		20 boxes per cs		
10	Gauze (2x2)	**0.63**		
		200 qty per bag		
		40 bags per cs		
11	Alcohol (16 oz.)	**1.80**		
		Each qty per bx		
		12 ea per cs		
12	Menu Tissue Paper (12x12) (Sheet headrest without slit)	**NO BID ITEM**	**NO BID ITEM**	**NO BID ITEM**
13	Cotton tipped applicators (6"–non sterile)	**2.73**		
		100 qty per bx		
		10 boxes per cs		

EXHIBIT "C"

INSURANCE REQUIREMENTS

Client#: 934493 STANBLAB

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 5/27/2014

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:	
USI Insurance Services LLC -CL 7550 IH-10 West, Suite 700 San Antonio, TX 78229 210 366-0671	PHONE (A/C, No, Ext): 210 366-0671	FAX (A/C, No): 2105242087
	E-MAIL ADDRESS:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Federal Insurance Company	20281
INSURER B : Texas Mutual Insurance Company	22945
INSURER C : Pacific Indemnity Company	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
EKF Diagnostics, Inc. dba
Stanbio Laborartory, L.P.
1261 N. Main Street
Boerne, Texas 78006

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			35786026	05/05/2014	06/30/2015	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	$
	POLICY PRO-JECT LOC							$
A	AUTOMOBILE LIABILITY			73567597	05/05/2014	06/30/2015	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			79812469	05/05/2014	06/30/2015	EACH OCCURRENCE	$4,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$4,000,000
	DED RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			71739221	05/05/2014	05/05/2015	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000
B	Work Comp- Texas			TSF0001224217	05/05/2014	05/05/2015	1000/1000/1000	
A	Products Liab			35786027	05/05/2014	05/05/2015	1,000,000 agg limit 1,000,000 each occ	

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

** Supplemental Name **
Stanbio Life Sciences - Elkhart IN Operations
Stanbio Laboratory, LP
Separation Technology, Inc.
Certificate holders are additional insured if required by written contract.
Hidalgo County is additional insured on General Liability as required by contract.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
Martha L. Salazar, CPPB
Purchasing Agent
2802 S. Bus. 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

Jane Carlisle

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LXLHZ

REQUIREMENTS AGREEMENT
C-14-093-07-15

THIS AGREEMENT (the "Agreement") is entered into effective as of the 15th day of July, 2014 by and between Bound Tree Medical, LLC, an Ohio Company ("Seller") and **HIDALGO COUNTY** ("Buyer").

WHEREAS, Buyer has solicited proposals for the supply of its requirements of Hidalgo County **"Medical Supplies,"** as further described in Exhibit "A" Request for Bid (RFB) Procurement Packet, which are attached hereto and incorporated herein by reference for all purposes (the "RFB") for a period of one year; and

WHEREAS, Seller has submitted a proposal to supply Buyer's requirements; and

WHEREAS, Buyer has determined that Seller has submitted the lowest and best bid to meet Buyer's requirements for the Product.

NOW THEREFORE, for and in consideration of the mutual covenants and conditions hereinafter set forth, and other good an valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Buyer agrees to purchase from Seller, and Seller agrees to sell to Buyer, all of the Products that Buyer may require for use by Buyer in **"Medical Supplies"** in the areas of **HIDALGO COUNTY** projects for a period of (1) one year from July 19, 2014 to July 18, 2015 with the option to renew for an additional one year under the same rates, terms, and condition, and it is agreed that the Products will meet the specifications set forth in Exhibit "A" hereto. Buyer reserves the right to continue this bid for an additional sixty (60) day grace period, under the same rates, terms, and conditions for unforeseen delay in award of new bid for the next contract term.

2. When Buyer determines that it needs a quantity of the Products to be delivered, it will, according to its Purchasing Policies, complete and submit to Seller a Purchase Order describing the type and quantity of the Products required. The Products are to be delivered by Buyer to the location in Hidalgo County specified by Buyer in its Purchase Order.

3. Buyer agrees to pay Seller for each Purchase Order based on the prices set out in Exhibit "B". Seller shall render invoices for each Purchase Order, and the invoices shall be paid by Buyer on or before the 30th day following receipt of the invoice.

4. This Agreement may be terminated by Buyer without cause upon thirty (30) days written notice.

5. General Provisions.

a. **Conflict with Applicable Law.** Nothing in this Agreement shall be construed so as to require the commission of any act contrary to law, and whenever there is any conflict between any provision of this Agreement and any present or future law, ordinance or administrative, executive or judicial regulation, order or decree, or amendment thereof, contrary to which the parties have no legal right to contract, the latter shall prevail, but in such event the affected provision or provisions of this Agreement shall be modified only to the extent necessary to bring them within the legal requirements and only during the

time such conflict exists.

b. **No Waiver.** No waiver by Buyer of any breach of any provision of this Agreement shall be deemed to be a waiver of any preceding or succeeding breach of the same or any other provision hereof.

c. **Entire Agreement.** This Agreement contains the entire contract between the parties hereto, and each party acknowledges that neither has made (either directly or through any agent or representative) any representations or agreements in connection with this Agreement not specifically set forth herein. This Agreement may be modified or amended only by agreement in writing executed by Buyer and Seller, and not otherwise.

d. **Texas Law to Apply.** This Agreement shall be construed under and in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Hidalgo County, Texas. The parties hereby consent to personal jurisdiction in Hidalgo County, Texas.

e. **Notice.** Except as may be otherwise specifically provided in this Agreement, all notices, demands, requests or communications required or permitted hereunder shall be in writing and shall either be (i) personally delivered against a written receipt, or (ii) sent by registered or certified mail, return receipt requested, postage prepaid and addressed to the parties at the addresses set forth below, or at such other addresses as may have been theretofore specified by written notice delivered in accordance herewith:

If to Buyer: Hidalgo County
Attention: County Judge
100 E. Cano, 2nd Floor
Edinburg, Texas 78539

If to Seller: Bound Tree Medical, LLC
Attention: Colleen Hall, Pricing Analyst
5000 Tuttle Crossing Blvd
Dublin, Ohio 43016

Each notice, demand, request or communication which shall be delivered or mailed in the manner described above shall be deemed sufficiently given for all purposes at such time as it is personally delivered to the addressee or, if mailed, at such time as it is deposited in the Unites States mail.

f. **Additional Documents.** The parties hereto covenant and agree that they will execute such other and further instruments and documents as are or may become necessary or convenient to effectuate and carry out the terms of this Agreement.

g. **Successors.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns where permitted by this Agreement.

h. **Assignment.** This Agreement shall not be assignable.

i. **Headings.** The headings and captions contained in this Agreement are solely for

convenient reference and shall not be deemed to affect the meaning or interpretation of any provision or paragraph hereof.

j. **Gender and Number.** All pronouns used in this Agreement shall include the other gender, whether used in the masculine, feminine or neuter gender, and the singular shall include the plural whenever and as often as may be appropriate

k. **Authority to Execute.** The execution and performance of this Agreement by Buyer and Seller have been duly authorized by all necessary laws, resolutions or corporate action, and this Agreement constitutes the valid and enforceable obligations of Buyer and Seller in accordance with its terms.

l. **Commitment of Current Revenues Only**. In the event that, during any term hereof, the Commissioners Court does not appropriate sufficient funds to meet the obligations of Buyer under this Agreement, Buyer may terminate this Agreement upon sixty (60) days written notice to Seller. Buyer agrees, however, to use reasonable efforts to secure funds necessary for the continued performance of this Agreement. The parties intend this provision to be a continuing right to terminate this Agreement at the expiration of each budget period of Buyer pursuant to the provisions of Tex. Loc. Govt. Code Ann. § 271.903 (Vernon Supp. 1996).

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

n. **Purchasing Ethics**. Seller represents and warrants it has not, during the process of being awarded this contract violated the following ethical standards of Buyer and, upon and after the execution of this Agreement, agrees to abide by the following ethical standards of Buyer:

(1) It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of Hidalgo County, or for any elected official, department head or employee or former elected official, department head or employee of Hidalgo County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an 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 advise, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal pending before any department or agency of Hidalgo County.

(2) It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for Hidalgo County, or any person associated therewith, as an inducement for the award of a subcontract or order.

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

HIDALGO COUNTY

_____
Ramon Garcia, County Judge

BOUND TREE MEDICAL, LLC

By:_____
Printed Name:_____
Title:_____

ATTEST:

_____
Arturo Guajardo, Jr., County Clerk

APPROVED AS TO FORM:
Atlas, Hall & Rodriguez, L.L.P

By:_____

EXHIBIT "A"

Request for Bid (RFB)

Procurement Packet

PURCHASING DEPARTMENT
County Of Hidalgo

May 13, 2014

Bidder's name

Address

City

State, Zip Code

RE: Hidalgo County-Request for Bids – **"HIDALGO COUNTY WIC PROGRAM**
Request for Bids -**"MEDICAL SUPPLIES"**
Bid No: 2014-093-05-28-SGS

Dear Sir/Madam:

Enclosed please find a Request for Bid (RFB) packet for your review and consideration.

Hidalgo County Purchasing Department welcomes and appreciates your participation in the bid process.

If any further assistance is required, please do not hesitate to call the Purchasing Department 956/318-2626.

Sincerely,

Martha L. Salazar, CPPB
Hidalgo County Purchasing Agent

MLS/sgs

Enclosures

2812 S. Business Highway 281 ★ Edinburg, Texas 78539 ★ (956) 318-2626 ★ Fax (956) 318-2629

Hidalgo County Purchasing Department
New Administration Building
2812 S. Business Highway 281
Edinburg, Texas 78539
(956) 318-2626/ Fax: (956) 292-7612

REQUEST FOR BIDS

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HIDALGO COUNTY WIC PROGRAM

"MEDICAL SUPPLIES"
RFB No: 2014-093-05-28-SGS

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The above mentioned items shall be found in the Request for Bids (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
Hidalgo County Purchasing Agent

May 13, 2014
Date

LEGAL NOTICE

REQUEST FOR BIDS
Hidalgo CountyWIC Program

"MEDICAL SUPPLIES"

RFB No.: 2014-093-05-28-SGS

Bid No: 2014-093-05-28-SGS	Buyer II: Sandy Suarez	Tel. No: (956) 318-2626 Ext. 4860

REQUEST FOR BIDS

HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"

BID OPENING DATE:
May 28, 2014

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

1. Sealed bids will be received for **"HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** in accordance with the specifications attached as Exhibit "A" hereto. Bids should address all specifications set forth. Bidders may suggest substitutions of features which they feel would be in the best interest of Hidalgo County ("County"). Strong rationale must be presented for any deviation from the specifications. Hidalgo County reserves the right to reject the deviation and its effect on the overall bid.

2. **ONE (1) Original and THREE (3) copies** of all bids are required with the bidders name and return address clearly typed/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-2014-093-05-28-SGS- HIDALGO COUNTY WIC PROGRAM – MEDICAL SUPPLIES"** and in County's Purchasing Department, physical address: 2812 S. Business Hwy. 281, mailing address: 2812 S. Business 281- New Administration Building, Edinburg, Texas, **on or before 9:30 A.M.,WEDNESDAY, MAY 28, 2014. NO FACSIMILES OR LATE ARRIVALS WILL BE ACCEPTED. ANY RFB RECEIVED AFTER THAT TIME WILL NOT BE OPENED AND WILL BE RETURNED. OVERNIGHT MAIL MUST ALSO BE PROPERLY LABELED ON THE OUTSIDE OF EXPRESS ENVELOPE OR PACKAGE WITH REFERENCE TO "RFB-2014-093-05-28-SGS-HIDALGO COUNTY WIC PROGRAM-MEDICAL SUPPLIES."**

   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 WIC PROGRAM– MEDICAL SUPPLIES"** Descriptive information as to the items or services delivered, including product code, item number, quantity, etc.
e) Contract number must be indicated on all invoices

- Discount payments will be considered when offered.

- Contact person for Billing and Payment questions:

Hidalgo County WIC Program
3105 W. University Dr.
Edinburg, Texas 78539
Attn: Margarita Gonzalez
Admin. Technician II
956-381-4646

17. SCHEDULE OF EVENTS

Bid Opening, 9:30 AM	**MAY 28, 2014**
Award of Contract	_____, 2014
Commence Work or Deliver Products	_____, 2014

18. Bid or Performance Bond and Debarment Certification; Payment Under Contract:

- If the contract proposed is for the construction of public works or is for a contract for goods & services exceeding $100,000, all bidders shall furnish a good and sufficient bid bond in the amount of five percent of the total contract price. A bid bond must be executed with a surety company authorized to do business in Texas. All bidders are also required to furnish a certification or acknowledgment stating that the contractor or vendor is free from suspension or debarment pursuant to federal regulation 45CFR Part 76.

- Together with the signing of a contract or issuance of a purchase order following the acceptance of a bid, and prior to commencement of the actual work, the bidder shall furnish a performance bond to the County for the full amount of the contract, if that contract exceeds $50,000.

- If the contract is for $50,000 or less, no money will be paid to the contractor until completion and acceptance of the work or the fulfillment of the purchase obligation to the County, and, if applicable, the receipt by County of satisfactory evidence that all subcontractors and material men have been paid.

- If a contract is for the construction, alteration or repair of public buildings or public works, the contractor *shall* provide a payment bond for a contract in excess of Twenty Five Thousand Dollars ($25,000.00), as required by Tex. Govt. Code Ch. 2253.

. For requirements contracts, bond requirements are determined by applying the proposed unit price to the estimated quantities included in the specifications.

19. ETHICAL STANDARDS:

. It shall be a breach of ethics to offer, give or agree to give any elected official, department head or employee, or former elected official, department head or employee, of the County, or for any elected official, department head or employee or former elected official, department head or employee of the County, to solicit, demand, accept or agree to accept from another person, entity or organization, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation or any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore pending before any department or agency of the County.

. It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor for any contract for the County, or any person associated therewith, as an inducement for the award of a subcontract or order.

. No public official shall have an interest in a contract awarded hereunder except in accordance with Tex. Loc. Govt. Code Chapter 171.

20. Disclosure of Conflict of Interest

. Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor, person, consultant or contractor considering doing business with Hidalgo County ("the County") to disclose in the Conflict of Interest Questionnaire (the "CIQ") attached as Exhibit D, the vendor, person, consultant or contractor's affiliation or business relationship that might cause a conflict of interest with the County. By law, the CIQ must be filed with the Hidalgo County Clerk's Office no later than the seventh business day after the date the person becomes aware of facts that require that statement to be filed. The disclosure requirement applies to a person or business who contracts or seeks to contract with Hidalgo County for the sale or purchase of property, goods or service. Any purchase order or contract resulting from this process shall be considered null and void if the successful bidder fails to comply with Texas Local Government Code Chapter 176. Vendors, consultants, contractors and others who desire to conduct business with Hidalgo County are encouraged to refer to Texas Local Government Code Chapter 176 for the details of this law. An offense under Texas Local Government Code Chapter 176 is a Class C Misdemeanor.

Please Submit completed CIQ forms to the Hidalgo County Clerk's Office located at 100 N. Closner, Edinburg, Texas 78539-Hidalgo County Courthouse **COMPLETION AND SUBMISSION OF FORM CIQ IS THE SOLE RESPONSIBILITY OF THE PROSPECTIVE BIDDER.**

21. If, during the life of any contract or bid awarded, the successful bidder's net prices generally available to other customers for items awarded herein are reduced below the contracted price, it is understood and agreed that the benefits of such reduction shall be extended to County.

22. Bids, and all goods and services provided there under, shall comply with all federal, state and local laws concerning this type(s) of goods and/or services.

23. Minimum Standards For Responsible Prospective Bidders: A prospective bidder must affirmatively demonstrate bidder's responsibility. A prospective bidder, by submitting a bid, represents to County that it meets the following requirements:

- Possess or is able to obtain adequate financial resources as required to perform under the bid;
- Be able to comply with the required or proposed delivery schedule;
- Have a satisfactory record of performance;
- Have a satisfactory record of integrity and ethics;
- Be otherwise qualified and eligible to receive an award.

24. Successful bidder will pay or cause to be paid, without cost or expenses to County, all FICA, FUTA/SUTA and Federal Income Withholding Taxes of all employees, and all wages and benefits as required by Federal or State law. Successful bidder's officers, agents and/or employees will not be entitled to any benefits of an employee or elected official of County, including, but not limited to, benefits associated with County's civil service system.

25. Any contract award to a successful bidder will be in effect until: A.) the contract expires, B.) delivery and acceptance of products, and/or performance of services ordered, or C.) terminated by County with thirty (30) 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 WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2014-093-05-28-SGS

To: 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

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 CountyWIC Program

"MEDICAL SUPPLIES"

RFB No.: 2014-093-05-28-SGS

EXHIBIT "A"
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO. 2014-093-05-28-SGS

SCOPE OF SERVICES:

The County of Hidalgo is requesting bids from qualified vendors to furnish Medical Supplies to Hidalgo County WIC Program in accordance with specifications/requirements specified herein and including, but not limited to, the following:

SPECIFICATIONS:

1) Providing original manufacturer items.
2) All items will be on an "As-Needed Basis only" there is no guaranteed annual volume.
3) Stock the necessary material in order to be able to provide any item within 24 hours, as an Emergency.
4) All products must be packaged in a manner that will afford reasonable protection against moisture and contamination at all times. Items must be furnished in manufacturer's original unopened package or container.

REQUIREMENTS:

1) SAMPLES OF ALL ITEMS MUST BE SUBMITTED WITH BID and with Company's information and **instructions** for the **return of samples**, once examination of items has been completed.
2) Required delivery time shall be within (5) day's maximum from the date order is placed.
3) Bidder must have been in business for at least two years.
4) Unit prices quoted shall remain **firm** for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point and must include any and all cost in the delivered unit price.
5) Bidder shall submit with bid, two (2) copies of their catalog(s) indicating the full line of medical supplies they intend to supply throughout the term of the contract.

Products and Estimated Annual Usage from prior contracts:

	Description of Products	Quanity
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width	1050
2	Band-Aids – Sterile (¾ x 3)	1600
3	Alcohol Preps	1100
4	Sharps Containers (14 Qt. Size)	290
5	Vinyl Exam Gloves - Small (powder free-non sterile)	1500
6	Vinyl Exam Gloves- Medium (powder free-non sterile)	5000
7	Vinyl Exam Gloves– Large (powder free-non sterile)	600
8	Alasta Nitrile Gloves- Large (powder free-non sterile)	600
9	Cotton Glove Liners (12 per bag)	100
10	Gauze (2x2- non sterile)	3200
11	Alcohol (16 oz.)	160
12	Menu Tissue Paper (12x12) (sheet headrest without slit)	1000
13	Cotton tipped applicators (6"– non sterile)	500

RETURN OR CREDIT ON MERCHANDISE:

Items meeting the following criteria shall be exchangeable or creditable at the contracted price.

1) Trademarked or Non-Trademarked items in original unopened package in accordance with Bidder(s) return goods policy.
2) Any products that arouse questionable physical properties. The County reserves the right to return such product to the Contractor for credit or immediate replacement. Return of such products shall not require prior notification to the Contractor

TERMS & CONDITIONS:

1) Term of contract is for **one** (1) year period with County's option to extend the contract for an additional one (1) year under the same rates, terms and conditions

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

3) County will seek purchases from state awarded vendors whenever it is, its best interest to do so.

4) After bid is awarded and successful awarded contractor defaults in meeting the general instructions to bidders(s) and/or in complying with the contract agreement, Hidalgo County reserves the right to seek the services of the next lowest bidder(s). In such event, Hidalgo County shall charge the successful bidder the difference for any additional cost to the County.

5) Hidalgo County reserves the right to award to one (1) or to multiple vendors if the County determines it is in its best interest to do so.

6) Any contract awarded to a successful bidder will be in effect until;
   A.) The contract expires
   B.) Delivery acceptance of products and/or performance of services ordered, or
   C.) Terminated by County with thirty (30) days written notice prior to be cancellation.

7) Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Hidalgo County to restrict theses bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Hidalgo County shall act as sole judge in determining equality and acceptability of products offered.

8) Hidalgo County reserves the right to add or delete items during the term of the contract

under the same, terms and conditions.

9) Insurance requirements for this project to be maintained through out the contract term (Refer to Exhibit "C" for limits)

10) Hidalgo County reserves the right to hold bids for a period of ninety (90) days without taking any action.

11) 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.

12) Bidder(s) agree that to the extent an item(s) 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.

13) Hidalgo County reserves the right to evaluate items listed in this RFB based upon criteria that is common among the items. For example, one bidder might offer sterile gloves that contain 100 per box in lieu of the desired 50 per box. Another bidder might be 25 per box. Hidalgo County may then evaluate the two (2) bids on a cost per glove basis. If a different packaging is offered, it must be stated. Otherwise the bidder must furnish that which is requested.

14) Bid prices quoted shall remain firm for the period of the contract and shall include the cost of shipping and delivery of all items to the designated FOB point.

15.) **All costs and expenses associated with the preparation and submission of (bid, proposals and / or quotes) shall be responsibility of the bidder and no reimbursements for such charges or expenses shall be passed onto HIDALGO COUNTY.**

ADDITIONAL INFORMATION:

Hidalgo County is requesting that any and all questions, inquires and clarifications regarding quotes, bids, proposals or statements of qualifications be addressed to Martha L. Salazar, CPPB, Purchasing Agent, 2812 South Business Hwy. 281, Edinburg, Tx 78539

ALL WRITTEN INQUIRIES WILL BE ACCEPTED VIA FACSIMILE NO LATER THAN, Wednesday, May 21, 2014 by 5:00 p.m. Responses to said inquiries will be sent to all applicants via facsimile by no later than Friday, May 23, 2014 by 5:00 p.m.

EXHIBIT "B"

BID PAGE

REQUEST FOR BIDS

Hidalgo CountyWIC Program

"MEDICAL SUPPLIES"

RFB No.: 2014-093-05-28-SGS

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO 2014-093-05-28-SGS

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

Internal use only- Commodity Code# 475-00

	DESCRIPTION OF PRODUCTS	QUANTITY PER BOX	BOXES PER CASE	UNIT PRICE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width			$
2	Band-Aids – Sterile (¾ x 3)			$
3	Alcohol Preps			$
4	Sharps Containers (14 Qt. Size)			$
5	Vinyl Exam Gloves - **Small** (powder free-non sterile)			$
6	Vinyl Exam Gloves- **Medium** (powder free-non sterile)			$
7	Vinyl Exam Gloves- **Large** (powder free-non sterile)			$
8	Alasta Nitrile Gloves- **Large** (powder free-non sterile)			$
9	Cotton Glove Liners (12 per bag)			$
10	Gauze (2x2- non sterile)			$
11	Alcohol (16 oz.)			$
12	Menu Tissue Paper (12x12) (sheet headrest without slit)			$
13	Cotton tipped applicators (6"- non sterile)			$

Bidder/Company Name: _____

Address: _____

City/State/Zip: _____

Phone No/Fax No: _____

Cell Phone No: _____

E-Mail Address: _____

Authorized Signature: _____

Title: _____

EXHIBIT "C"

INSURANCE REQUIREMENTS

REQUEST FOR BIDS

Hidalgo CountyWIC Program

"MEDICAL SUPPLIES"

RFB No.: 2014-093-05-28-SGS

EXHIBIT "C"

Insurance Requirements
Applicable to the Acquisition of Goods and /or Services (other than Professional Services)

The Bidder awarded the contract shall furnish proof of insurance, which will also include any subcontractor that is subcontracted by the bidder in at least the following limits, to be in place prior to providing any services under this Contract and to continue at all times in force in effect during the term of this Contract:

1. A Five Hundred Thousand Dollar ($500,000.00) Comprehensive General Liability insurance policy providing additional coverage to all underlying liabilities of County.

2. Automobile liability insurance policy with limits of at least Three Hundred Thousand Dollars ($300,000.00) per person and Five Hundred Thousand Dollars ($500,000.00) per occurrence. Coverage should include injury to or death of persons and property damage claims with limits up to Five Hundred Thousand ($500,000.00) arising out of the services provided to County hereunder.

3. Uninsured/Underinsured motorist coverage in an amount equal to the bodily injury limits set forth immediately above;

4. Workers compensation insurance in amounts established by Texas law, unless the Bidder is specifically exempted from the Texas Workers Compensation Act, Texas Labor Code Chapter 401, et. seq.

Hidalgo County will only accept certificates of insurance on an Acord form (as attached hereto). Certificates of insurance shall name Hidalgo County as additional insured and must be submitted to County for approval prior to any services being performed by Contractor. Each policy of insurance required hereunder shall extend for a period equivalent to, or longer than the term of the Contract, and any insurer hereunder shall be required to give at least thirty (30) days written notice to the County prior to the cancellation of any such coverage on the termination date, or otherwise. This Contract shall be automatically suspended upon the cancellation, or other termination, of any required policy of insurance hereunder, and such suspension shall continue until evidence adequate replacement coverage is provided to County. If replacement coverage is not provided within thirty (30) days following suspension of the Contract, this Contract shall automatically terminate.

Revised 10/01/08

ACORD

CERTIFICATE OF INSURANCE

DATE (MM/DD/YY)

PRODUCER	THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
	INSURERS AFFORDING COVERAGE
INSURED	INSURER A:
	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THER TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	**GENERAL LIABILITY** ☐ COMMERCIAL GENERAL LIABILITY ☐ ☐ CLAIMS MADE OCCUR ☐ OWNER'S & CONT PROT ☐ OWNER'S PROTECTIVE LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER ☐ POLICY PROJECT ☐ LOC				EACH OCCURRENCE FIRE DAMAGE (Any one fire) MED (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					

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.

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"

CIQ FORM
CONFLICT OF INTEREST QUESTIONNAIRE

REQUEST FOR BIDS
Hidalgo CountyWIC Program

"MEDICAL SUPPLIES"

RFB No.: 2014-093-05-28-SGS

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

REQUEST FOR BIDS
Hidalgo CountyWIC Program

"MEDICAL SUPPLIES"

RFB No.: 2014-093-05-28-SGS

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.:**

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. August 2013)
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:
☐ 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) ▶

Exemptions (see instructions):
Exempt payee code (if any) _____
Exemption from FATCA reporting code (if any) _____

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), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 3.

Sign Here Signature of U.S. person ▶ **Date** ▶

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on IRS.gov for information about Form W-9, at *www.irs.gov/w9*. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

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, payments made to you in settlement of payment card and third party network transactions, 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, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and 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 under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 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 section 1446 withholding on your share of partnership income.

In the cases below, the following person must give 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:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity,
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust, and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (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, give the requester the appropriate completed Form W-8 or Form 8233.

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, payments made in settlement of payment card and third party network transactions, 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 *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* on page 1.

What is FATCA reporting? The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

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. For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulation section 301.7701-2(c)(2)(iii). 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 should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. 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, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Note. Check the appropriate box for the U.S. 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 U.S. federal tax classification in the space provided. If you are an LLC that is treated as a partnership for U.S. 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, as appropriate. 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 U.S. 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 U.S. 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.

Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the *Exemptions* box, any code(s) that may apply to you. See *Exempt payee code* and *Exemption from FATCA reporting code* on page 3.

Exempt payee code. 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. Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following codes identify payees that 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

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—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 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[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.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Reg. section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Reg. section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

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, apply for a TIN and 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 U.S. 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, or 5 below 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 code* earlier.

Signature requirements. Complete the certification as indicated in items 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 made in settlement of payment card and third party network transactions, 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. commonwealths and 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 CountyWIC Program

"MEDICAL SUPPLIES"

RFB No.: 2014-093-05-28-SGS

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"

PAYMENT SCHEDULE

EXHIBIT "B"
BID PAGE
HIDALGO COUNTY WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO 2014-093-05-28-SGS

Unit price for Medical Supplies as requested, but not limited to, meeting the minimum Specifications/requirements as listed in Exhibit "A" of this document and under the terms and conditions as described for the following.

Internal use only- Commodity Code# 475-00

	DESCRIPTION OF PRODUCTS		QUANTITY PER BOX	BOXES PER CASE	UNIT PRICE
1	Sterile Surgilance -One Step Lancets (sterile) 1.8 mm Puncture Depth-0.50 mm Puncture Width	BTM	782-SLN200BX 100bx	15bx/cs	$ 15.35bx
2	Band-Aids – Sterile (¾ x 3)	BTM	279-3601BX 100bx	24bx/cs	$ 1.35bx
3	Alcohol Preps	BTM	276-852BX 200bx	20bx/cs	$ 1.32bx
4	Sharps Containers (14 Qt. Size)	BTM	58676137, sold as ea @ $7.23 n/a	10cs	$ 7.23ea
5	Vinyl Exam Gloves - Small (powder free-non sterile)		no bid	no bid	$ no bid
6	Vinyl Exam Gloves- Medium (powder free-non sterile)		no bid	no bid	$ no bid
7	Vinyl Exam Gloves- Large (powder free-non sterile)	BTM	1012-10003 100bx	10bx/cs	$ 2.58bx
8	Alasta Nitrile Gloves- Large (powder free-non sterile)	BTM	1015-31003 250bx	10bx/cs	$ 12.34bx
9	Cotton Glove Liners (12 per bag)	BTM	292010 100bx	20bx/cs	$ 12.52bx
10	Gauze (2x2- non sterile)	BTM	1212-41422 200bg	40bg/cs	$ 0.63bg
11	Alcohol (16 oz.)	BTM	201001, sold as ea (16oz bottle) @ $1.80 n/a	12cs	$ 1.80ea
12	Menu Tissue Paper (12x12) (sheet headrest without slit)		no bid	no bid	$ no bid
13	Cotton tipped applicators (6"– non sterile)	BTM	F165600 100pk/bx	10bx/cs	$ 2.73bx

Bidder/Company Name: Bound Tree Medical, LLC

Address: 5000 Tuttle Crossing Blvd

City/State/Zip: Dublin, Ohio 43016

Phone No/Fax No: 800-533-0523

Cell Phone No: n/a

E-Mail Address: colleen.hall@boundtree.com

Authorized Signature:

Title: General Counsel

OPENED 5/28/14 10:00am Witnessed

TABULATION SHEET HIDALGO COUNTY – WIC PROGRAM
"MEDICAL SUPPLIES"
BID NO.: 2014-093-05-28-SGS

	VENDORS	BoundTree	Interboro	STANBIO LABORATORY
	MEDICAL SUPPLIES UNIT COST			
1	Sterile Surgilance –One Step Lancets			14.00
				100 qty per bx
				15 boxes per cs
2	Band-Aids – Sterile (¾ x 3)	1.35		
		100 qty per bx		
		24 boxes per cs		
3	Alcohol Preps	1.32		
		200 qty per bx		
		20 boxes per cs		
4	Sharps Containers (14 Qt)	7.25		
		1 qty per bx		
		10 boxes per cs		
5	Vinyl Exam Gloves- **Small** (powder free-non sterile)		2.32	
			100 qty per bx	
			10 boxes per cs	
6	Vinyl Exam Glove-**Medium** (powder free-non sterile)		2.32	
			100 qty per bx	
			10 boxes per cs	
7	Vinyl Exam Gloves-**Large** (powder free-non sterile)		2.32	
			100 qty per bx	
			10 boxes per cs	
8	Alasta Nitrile Gloves-**Large** (powder free-non sterile)		3.35	
			100 qty per bx	
			10 boxes per cs	
9	Cotton Glove Liners (12) per bag	12.52		
		100 qty per bx		
		20 boxes per cs		
10	Gauze (2x2)	0.63		
		200 qty per bag		
		40 bags per cs		
11	Alcohol (16 oz.)	1.80		
		Each qty per bx		
		12 ea per cs		
12	Menu Tissue Paper (12x12) (Sheet headrest without slit)	NO BID ITEM	NO BID ITEM	NO BID ITEM
13	Cotton tipped applicators (6"–non sterile)	2.73		
		100 qty per bx		
		10 boxes per cs		

EXHIBIT "C"

INSURANCE REQUIREMENTS

CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY) 06/12/2014

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).

Holder Identifier :

PRODUCER	CONTACT NAME:	
Aon Risk Services Northeast, Inc. Columbus OH Office 445 Hutchinson Avenue Suite 900 Columbus OH 43235 USA	PHONE (A/C. No. Ext): (866) 283-7122	FAX (A/C. No.): (800) 363-0105
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
Sarnova, Inc. Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin OH 43016 USA	INSURER A: Sentinel Insurance Company, Ltd	11000
	INSURER B: Hartford Fire Insurance Co.	19682
	INSURER C: Medmarc Casualty Ins Co	22241
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 570054093484** **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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
B	X COMMERCIAL GENERAL LIABILITY			33UUNVG3435	12/01/2013	12/01/2014	EACH OCCURRENCE	$1,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$2,000,000
	POLICY X PRO-JECT LOC						PRODUCTS - COMP/OP AGG	Excluded
	OTHER:							
A	AUTOMOBILE LIABILITY			33 UUN VG3435	12/01/2013	12/01/2014	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	
	ALL OWNED AUTOS / 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							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE / 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	
C	Products Liab			130H380022 Claims Made SIR applies per policy terms & conditions	12/01/2013	12/01/2014	Aggregate Limit SIR Aggregate Per Occurrence Limi	$10,000,000 $125,000 $10,000,000

Certificate No : 570054093484

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

Ref: Bid # RFB No: 2014-093-05-28-SGS - Hidalgo County WIC Program - Medical Supplies. Hidalgo County Purchasing Department is included as Additional Insured in accordance with the policy provisions of the Auto Liability, General Liability and Products Liability policies.

CERTIFICATE HOLDER

Hidalgo County Purchasing Department
2802 S. Bus Hwy. 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.

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AGENCY CUSTOMER ID: 570000037575
LOC #:

ADDITIONAL REMARKS SCHEDULE

AGENCY	NAMED INSURED
Aon Risk Services Northeast, Inc.	Sarnova, Inc.
POLICY NUMBER: See Certificate Number: 570054093484	
CARRIER: See Certificate Number: 570054093484 / NAIC CODE:	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 **FORM TITLE:** Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS	
	OTHER							
C	Products Liab			130H380022 Claims Made SIR applies per policy terms & conditions	12/01/2013	12/01/2014	SIR Per Occurrence	$25,000

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SARNO-2 OP ID: FZ

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 06/10/2014

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 Thompson Flanagan & Company 626 W. Jackson Blvd. 5th Floor Chicago, IL 60661 Douglas Thompson	CONTACT NAME: PHONE (A/C, No, Ext): 312-239-2800 FAX (A/C, No): 312-263-1551 E-MAIL ADDRESS:
	INSURER(S) AFFORDING COVERAGE — NAIC #
INSURED Sarnova, Inc. Bound Tree Medical, LLC 5000 Tuttle Crossing Blvd. Dublin, OH 43016	INSURER A : Chubb Indemnity Insurance Co. 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	
	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 $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		71744319	12/01/2013	12/01/2014	X WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

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

RE: Bid#: 2014-093-05-28-SGS

CERTIFICATE HOLDER

Hidalgo County Purchasing
Department, Attention:
Sandy Suarez, Buyer II
2802 S. Bus 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

Carlin S Flanagan

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Named Insureds:

1. Sarnova, Inc.	FEIN: 262386055
2. Bound Tree Medical Products, Inc.	FEIN: 731646550
3. Tri-Anim Health Services, Inc.	FEIN: 952959155
4. Bound Tree Medical, LLC	FEIN: 311739487
5. Sarnova HC LLC	FEIN: 262549813
6. Emergency Medical Products Inc	FEIN: 391164909
7. Cardiovascular Concepts, Inc.	FEIN: 751835412
8. DXE Medical	FEIN: 800874694

RE: C-14-093-07-15-Medical Supplies-WIC Program

From : Steve Crain <scrain@atlashall.com> Mon, Jul 14, 2014 08:04 AM
Subject : RE: C-14-093-07-15-Medical Supplies-WIC Program
To : 'Rocio Villarreal' <rocio.villarreal@co.hidalgo.tx.us>

The agreements are fine.

From: Rocio Villarreal [mailto:rocio.villarreal@co.hidalgo.tx.us]
Sent: Friday, July 11, 2014 5:12 PM
To: Steve Crain
Subject: C-14-093-07-15-Medical Supplies-WIC Program

Mr. Crain:

Please review and approve as to form the multiple vendor agreements.

Thank you.

ROCIO VILLARREAL
HIDALGO COUNTY PURCHASING DEPT.
CONTRACTS MANAGER
(956) 318-2626 Work
(956) 292-7000 Ext. 4868 Work
rocio.villarreal@co.hidalgo.tx.us
2812 S. Business Hwy 281
Edinburg, Texas 78539

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

MEMORANDUM

Recommendation/Concurrence

TO Norma Longoria, Director
Hidalgo County WIC Program

ATTN: Mague Gonzalez, Admin.Assist. II **via email:** mague.gonzalez@wic.co.hidalgo.tx.us

FROM: Sandy Suarez, Buyer II
Hidalgo County Purchasing Department

DATE: **June 05, 2014**

RE: **BID AWARD RECOMMENDATION/ CONCURRENCE REQUEST AND /OR REJECTION**
RFSQ No. 2014-093-05-28-SGS-Hidalgo County WIC Program- "MEDICAL SUPPLIES"

We have received four (4) responses to the above mentioned project. Enclosed you will find a copy of the tabulation sheet along with copies of the RFSQ responses for your review and recommendation.

Please acknowledge by signing below, your recommendation/concurrence to award to the bidder meeting all specifications/requirements and/or rejection of all responses and return to the Purchasing Dept. **via fax to (956) 292-7612 or email: sandy.suarez@co.hidalgo.tx.us,** Please return by June 11, 2014 by 10:00 a.m.

Indicate the Recommendations and/or reason of rejection in the box below. Should you have any questions or require further information please do not hesitate to call me at 318-2626- ext. 4860. Thank you for your attention and cooperation to this matter.

COMMENTS/CONCERNS:

Please award bid to all 3 Vendors:

BoundTree, ~~Interboro~~, Stanbio

Budget Acct No.: 4.1292.441.350.001.4.604

Norma Longoria	Norma Longoria	WIC	6/9/14
AUTHORIZED SIGNATURE	PRINTED NAME	DEPARTMENT	DATE

Enclosures

Hidalgo County Wic Program
"Medical Supplies"
RFB NO.: 2014-093-05-28-SGS

	STANBIO LABORATORY	ITEMS
1	Sterile Surgilance-One Step Lancets	**$ 14.00**
		100 qty per bx
		15 boxes per cs

	BOUND TREE	ITEMS
2	Band –Aids – Sterile ¾ x3	**$ 1.35**
		100 qty per bx
		15 boxes make a cs
3	Alcohol Preps	**$ 1.32**
		200 qty per bx
		24 boxes per cs
4	Sharps Containers (14 qt)	**$ 7.23**
		1 qty per bx
		10 boxes per cs
9	Cotton Glove Liners (12) per bag	**$ 12.52**
		100 qty per bx
		20 boxes per cs
10	Gauze (2x2)	**$ 0.63**
		200 qty per bag
		10 bags per cs
11	Alcohol (16 oz)	**$ 1.80**
		Ea. qty per bx
		12 ea per cs
13	Cotton Tipped Applicators (6" – non -sterile)	**$ 2.73**
		100 qty per bx
		10 boxes per cs

HIDALGO COUNTY PURCHASING DEPARTMENT
PARTICIPATING BIDDERS LOG
SPECIFICATIONS/BID PACKETS
IBF-RFP-RFQ-RFI

BID OPENING DATE: MAY 28, 2014 BID OPENING TIME: 9:30 A.M.
DEPARTMENT/BID DESCRIPTION: Hidalgo County WIC Program-"Medical Supplies"
BID NO: 2014-093-05-28-SGS

NAME OF BIDDER: COMPANY/FIRM	BID REQUEST VIA*	SIGNATURE (IF APPLICABLE) OR INITIALS OF STAFF ADDRESSING MAIL OUT	DATE	PHYSICAL ADDRESS CITY-STATE-ZIP PHONE & FAX NO.s
1.) Hemo Cue, Inc. Attn: Ty Sheehey tye.e.sheehey@hemocue.com	**(BLM)**	Sandy Suarez	05/13/14	40 Empire Dr. Lake Forest, CA 92630 (O) 800-881-1611 (F) 949-859-3080 (Rep) 512-661-8209
3.) Accion Rehab Inc. Attn: Rick Silva rsilva@accionrehab.com	**(BLM)**	Sandy Suarez	05/13/14	4853 N. McColl Road McAllen, TX 78504 956-630-5881
4.) Henry Schein Attn: Hector Rodriguez hector.rodriguez@henryschein.com	**(BLM)**	Sandy Suarez	05/13/14	102 Fresno Drive Edinburg, Tx 78542 956-457-3111 (cell) 956-380-6968 (fax)
5.) Quality Medical Supplies Attn: Armando Rodriguez qualitymedicalsuppy@yahoo.com gafrainc@yahoo.com	**(BLM)**	Sandy Suarez	05/13/14	805 N. Cage, Suite F Pharr, Tx 78577 956-624-7020 (dell) 956-283-8703 (o)
6.) Stanbio Laborat Attn. Pat Breheny pbreheny@stanbio.com pbreheny@yahoo.com (new)	**(BLM)**	Sandy Suarez	05/13/14 05/27/14	1261 N Main Street Boerne, Texas 78006 830-249-0772 phone 830-249-0851 fax
7.)Moore Medical LLC Bonnie Irish bid@mooremedical.com	**(BLM)**	Sandy Suarez	05/13/14	1690 New Britain Ave Farmington CT 06032 Tel: 800.234.1464 Ext 5393 Fax: 877.354.5916
8.) Allstate DME Attn. Onder Ari onder@vergehomecare.com	**(BLM)**	Sandy Suarez	05/13/14	4622 S. Closner Edinburg TX 78539 Tel. 956-992-8866 Fax: 956-287-8586
9) Central Texas Medical Supplies Attn: Margaret. margaretgrant@sbcglobal.net	**(BLM)**	Sandy Suarez	05/13/14	8012 Georgian Dr. Austin, TX. 78753 P# 512-451-9704
10.) Mr. Aaron L. Pratt QuadMed, Inc. aaron@quadmed.com	**(BLM)**	Sandy Suarez	05/13/14	PO Box 550773 Jacksonville, FL 32255 Phone 800.933.7334 Fax 904.880.2303
11.) Medcare EMS Arturo Esquivel aesquivel@medcare-ems.com ***remove***	**(BLM)**	Sandy Suarez	05/13/14	Cell: (559) 393-8054
12.) Diamond Drugs Inc. **Jivin P. John** jjohn@diamondpharmacy.com	**Email**	Sandy Suarez	05/13/14	645 Kolter Drive Indiana, PA 15701 800-882-6337 ext. 1112 FAX 724-349-2982

13.) MMS - A Medical Supply Co Julia Onesto julia.onesto@mmsmedical.com	**(BLM)**	Sandy Suarez	05/13/14	1575 Aviation Center Pkwy #525, Daytona Beach, FL 32114 Phone : 386-252-9960 Fax : 386-252-9961
14.) Port City Medical, LLC Ismail Ozokur ozokur@portcitymedical.com	**(BLM)**	Sandy Suarez	05/13/14	8053 Airway Park Drive Mobile, AL 36608 Ph: (251) 443-7667 Fax: (251) 650-4498
15.) Interboro Packaging Corporation Ricky Fischer interboro2@frontiernet.net	**(BLM)**	Sandy Suarez	05/13/14	114 Bracken Road Montgomery, NY 12549 (845) 457-2700 Phone (845) 457-1927 Fax
16.) Products Unlimited, Inc. Rebekah Enright Rebekah@products-unlimited.com	**(BLM)**	Sandy Suarez	05/13/14	P.O. Box 339 Justin, TX 76247 (940) 648-3073 tel (940) 648-3407 fax
17.) Code Management Group bids@codemanagementgroup.com **remove**	**(BLM)**	Sandy Suarez	05/13/14	131 Liverpool Ct. Lakewood, NJ 08701 (P) 732-305-2437 (F) 732-363-8795
18.) Summit Enterprise Jorge Carbia summit_enterprises@yahoo.com	**(BLM)**	Sandy Suarez	05/13/14	108 W. Camellia McAllen, Texas 78501 956-467-2004
19.) M & M Merchandisers Medical Supply & Equipment, LLC mmerchandisers@bellsouth.net	Email	Sandy Suarez	05/13/14	5441 Sweetsprings Dr. Powder Springs, GA. 30127 M-770-235-6191 F- 770-941-8645
20.) Bid Apple Buying Group Corp Oded Sher **odbeds@primesourceny.com**	Email	Sandy Suarez	05/13/14	P -800-505-3903 x 2118 F- 800-859-9972
21.) Prime Vendor, Inc. Ashley Reed work41@prime-vendor.com	Email	Sandy Suarez	05/13/14	4622 Cedar Ave. Suite 124 Wilmington, NC 28403 P: 800-746-9554 F: 800-746-8307
22.) Central Texas Medical Equip & Supplies Mark Ita ctmes@att.net	Email	Sandy Suarez	05/14/14	P- 512-451-9704 F- 512-451-9760
23.) Boundtree Valia Way valia.way@boundtree.com	Email	Sandy Suarez	05/14/14	5000 Tuttle Crossing Dublin, Ohio 43016 P- 800-533-0523 x 5370 F- 877-311-2437
24.) Supurva HealthCare Eddie Bright eddie.bright@supurvahealth.com	Email	Sandy Suarez	05/14/14	P- 469-568-0902 F- 214-853-5845 C- 940-231-0227
25.) Emed Medical Company- National & Govt Sales Satonya L. Booker tbooker@emedmedical.com will not be participating @ this time	Email	Sandy Suarez	05/14/14	12163 Bridgeton Square Dr. Bridgeton, MO. 63044 P- 314-739-6815 F- 314-344-4303 C- 314-605-6375
26.) Products Unlimited, Inc Hannah Taylor hannah@products-unlimited.com	Email	Sandy Suarez	05/14/14	PO Box 339 Justin, TX. P- 800-865-4683 F- 940-648-3407
27.) Henry Schein Scott Bruner scott.bruner@henryschein.com	Email	Sandy Suarez	05/14/14	P- 800-845-3550 F- 800-533-4793
28.) Tagg Industries, Inc. Derek Shirley contracts@taggmed.com	Email	Sandy Suarez	05/14/14	P- 740-521-9475 C- 740-777-8393

29.) Med-Part Amanda Rodriguez amanda@medpart.com	Email	Sandy Suarez	05/14/14	1901 10th Ave. Brooklu, N.Y. 11215 P- 718-436-5100 F-718-228-4959
30.) Bernard Elefant Amerideerm Laboratories Ltd **elefantb@aol.com**	Email	Sandy Suarez	05/15/14	126 Pennsylvania Ave Paterson, NJ 07503 P- 973-279-5100 F- 973-279-8720
31.) **McKesson Medical-Surgical** Rebecca Osburne rebecca.osburne@mckesson.com	Email	Sandy Suarez	05/15/14	8121 10th Avenue North Golden Valley, MN 55427 P- 800-328-8111 F- 800-237-9766
32.) Garden State Medical Supply, LLC. Cathrine McCue cmccue@gsmedicalsupply,llc	Email	Sandy Suarez	05/15/14	300 Kimball Street Woodbridge, NJ 07095 P- (732 657-9600 Ext. 114 D-(732 348-0314 F- (732) 348-0414
33.) Ryan Wagoner ryanwagonerracing@gmail.com	Email	Sandy Suarez	05/16/14	P# 904-707-7664
34.) Twin Med LLC **Crystal Martinez** Crystal@TwinMed.com	Email	Sandy Suarez	05/19/14	11333 Greenstone Ave Santa Fe Springs, CA 90670 P 323-826-2277 F 323-319-9195
35.) Express Business Services Ramon Perez ramonperez666@yahoo.com	Email	Sandy Suarez	05/19/14	1501 West Highway 83, Suite 112 McAllen, Texas 78501
36.) Stark Medical Inc. National Vein Technologies, LLC Dane Thomas Dane@NationalVein.com	Email	Sandy Suarez	05/19/14	Office 813-347-9229 ext 101 cell 813-220-9099 eFax 813-200-8425
37.) Garden State Medical Supply Avi Rabinowitz aroabinowitz@gardenstatemedicalsupplyonmicrosoft.com	Email	Sandy Suarez	05/19/14	300 Kimball Street, Woodbridge NJ 07095 *T (732)348-0316 F(732)348-0416*
Emergency Medical Products School Kids Healthcare **Chad Carlson** chadc@buyemp.com www.buyemp.com added on 5/23/14	Email	Sandy Suarez	05/23/14	5235 International Drive – Suite B Cudahy, WI 53110 800.558.6270 x7510 | Fax 800.558.1551

VIA:
IN PERSON (IP)
TELEPHONE REQUEST (TR)
BIDDER LIST MAIL OUT (BLM)
E-MAIL (EM)

AI-45419 **Closed Session 16. C.**

CC - REGULAR

Meeting Date: 07/15/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Marleni Lara

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/09/2014 02:29 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Aida Alvarez Started On: 07/09/2014 01:00 PM

Final Approval Date: 07/11/2014

AI-45457 **Closed Session 16. D.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0108-14-B; Shelia Pruitt-Orr v. City of Hidalgo & Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/11/2014 11:32 AM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Monica Badillo Started On: 07/11/2014 10:20 AM

Final Approval Date: 07/11/2014

AI-45477 **Closed Session 16. E.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause #C-1529-08-1; Dyer v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/11/2014 11:33 AM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Monica Badillo Started On: 07/11/2014 11:08 AM

Final Approval Date: 07/11/2014

AI-45498 **Closed Session 16. F.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Green Giant

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/11/2014 04:17 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: SANDRA DELEON Started On: 07/11/2014 03:52 PM

Final Approval Date: 07/11/2014

AI-45505 **Closed Session 16. G.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Personnel Matter:
Esmeralda Fernandez - Headstart

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/11/2014 04:56 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Monica Badillo Started On: 07/11/2014 04:43 PM

Final Approval Date: 07/11/2014

AI-45421 **Open Session 17. C.**

CC - REGULAR

Meeting Date: 07/15/2014

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

Department: SAFETY DIVISION

Information

CAPTION

Claim of Marleni Lara

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/09/2014 02:31 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Aida Alvarez Started On: 07/09/2014 01:09 PM

Final Approval Date: 07/11/2014

AI-45458 **Open Session 17. D.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

C-0108-14-B; Shelia Pruitt-Orr v. City of Hidalgo & Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/11/2014 11:32 AM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Monica Badillo Started On: 07/11/2014 10:22 AM

Final Approval Date: 07/11/2014

AI-45480 **Open Session 17. E.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Cause #C-1529-08-1; Dyer v. Hidalgo County

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/11/2014 11:33 AM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Monica Badillo Started On: 07/11/2014 11:11 AM

Final Approval Date: 07/11/2014

AI-45499 **Open Session 17. F.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted For: Roberto Villarreal **Submitted By:** SANDRA DELEON, COUNTY JUDGE

Department: COUNTY JUDGE

Information

CAPTION

Deliberation regarding the following Economic Development Negotiations pursuant to Chapter 551, Texas Government Code, Section 551.087: Project Green Giant

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/11/2014 04:17 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: SANDRA DELEON Started On: 07/11/2014 03:53 PM

Final Approval Date: 07/11/2014

AI-45506 **Open Session 17. G.**

CC - REGULAR

Meeting Date: 07/15/2014

Submitted By: Monica Badillo, EXECUTIVE OFFICE

Department: EXECUTIVE OFFICE

Information

CAPTION

Personnel Matter:
Esmeralda Fernandez - Headstart

BACKGROUND

Form Review

Inbox	Reviewed By	Date
Budget & Management	Debbie Tamez	07/11/2014 04:57 PM
Purchasing Department	Monica Badillo	07/11/2014 05:24 PM

Form Started By: Monica Badillo Started On: 07/11/2014 04:44 PM

Final Approval Date: 07/11/2014